

Kashmiri American Council, Inc.  
733 15th Street N.W., Suite 1100  
Washington, D.C. 20005

JAN 17 1992

E:EO:R:2-6

Employer Identification Number: 52-1669147  
Key District: Baltimore  
Accounting Period Ending: December 31  
Foundation Status Classification: 509(a)(1) & 170(b)(1)(A)(vi)  
Advance Ruling Period Begins: April 13, 1990  
Advance Ruling Period Ends: December 31, 1994  
Form 990 Required: Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in the section(s) shown above.

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must submit to your key District Director information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Kashmiri American Council, Inc.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522.

Donors (including private foundations) may rely on the advance ruling that you are not a private foundation until 90 days after your advance ruling period ends. If you submit the required information within the 90 days, donors may continue to rely on the advance ruling until we make a final determination of your foundation status. However, if notice that you will no longer be treated as the type of organization shown above is published in the Internal Revenue Bulletin, donors may not rely on this advance ruling after the date of such publication. Also, donors (other than private foundations) may not rely on the classification shown above if they were in part responsible for, or were aware of, the act that resulted in your loss of that classification, or if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification. Private foundations may rely on the classification as long as you were not directly or indirectly controlled by them or by disqualified persons with respect to them. However, private foundations may not rely on the classification shown above if they acquired knowledge that the Internal Revenue Service had given notice that you would be removed from that classification.

If your sources of support, or your purposes, character, or method of operation change, please let your key district know so that office can consider the effect of the change on your exempt status and foundation status. In the case of an amended document or bylaws, please send a copy of the amended document or bylaws to your key district. Also, you should inform your key District Director of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key District Director.

Kashmiri American Council, Inc.

If you conduct fund-raising events such as benefit dinners, auctions, membership drives, etc., where something of value is received in return for contributions, you can help your donors avoid difficulties with their income tax returns by assisting them in determining the proper tax treatment of their contributions. To do this you should, in advance of the event, determine the fair market value of the benefit received and state it in your fund-raising materials such as solicitations, tickets, and receipts in such a way that your donors can determine how much is deductible and how much is not. To assist you in this, the Service has issued Publication 1391, Deductibility of Payments Made to Organizations Conducting Fund-Raising Events. You may obtain copies of Publication 1391 from your key district office.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If your gross receipts each year are not normally more than \$25,000, we ask that you establish that you are not required to file Form 990 by completing Part I of that Form for your first year. Thereafter, you will not be required to file a return until your gross receipts exceed the \$25,000 minimum. For guidance in determining if your gross receipts are "normally" not more than the \$25,000 limit, see the instructions for the Form 990. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. The maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, and supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$10 per day for each day there is a failure to comply (up to a maximum of \$5,000 in the case of an annual return). See Internal Revenue Service Notice 88-120, 1988-2 C.B. 454, for additional information.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax,

Kashmiri American Council, Inc.

you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

We are informing your key District Director of this ruling. Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions about this ruling, please contact the person whose name and telephone number are shown in the heading of this letter. For other matters, including questions concerning reporting requirements, please contact your key District Director.

Sincerely,

Signed Jeanne S. Gessay

Jeanne S. Gessay  
Chief, Exempt Organizations  
Rulings Branch 2

Enclosure:  
Form 872-C

cc: DD, Baltimore  
Attn: EO Group  
w/administrative file

cc: J. William Gray, Jr., Esq.  
Hunton & Williams  
Riverfront Plaza, East Tower  
951 East Bryd Street  
Richmond, VA 23219-4074

Orzel/E:EO:R:2-6/X4002/01-03-92

Form **2848**

(Rev. March 1991)

Department of the Treasury  
Internal Revenue Service**Power of Attorney  
and Declaration of Representative**

► For Paperwork Reduction and Privacy Act Notice, see the Instructions.

OMB No. 1545-0150

Expires 5-31-93

**Part I Power of Attorney****1 Taxpayer Information**

Taxpayer name(s) and address (Please type or print.)

Kashmiri American Council, Inc.  
733 15th Street N.W., Suite 1100  
Washington, D.C. 20005

Social security number(s)

Employer identification  
number

52-1669147

Daytime telephone number  
(202) 628-6789

Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

**2 Representative(s) (Please type or print.)**

Name and address

J. William Gray, Jr.  
Hunton & Williams, Riverfront Plaza, East Tower  
951 East Byrd Street, Richmond, VA 23219-4074

CAF No. 5000-30703R

Telephone No. (804) 788-8641

Fax No. (804) 788-8218

Check if new: Address ☒ Telephone No. ☐

Name and address

Joel L. Dahnke  
Hunton & Williams, P. O. Box 1147  
Fairfax, VA 22030

CAF No.

Telephone No. (703) 352-8945

Fax No. (703) 273-6772

Check if new: Address ☐ Telephone No. ☐

Name and address

CAF No.

Telephone No. ( )

Fax No. ( )

Check if new: Address ☐ Telephone No. ☐

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

**3 Tax Matters**

Type of Tax (Income, Employment, Excise, etc.)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s)
Application for Tax Exemption	Form 1023	1990 on
	AUG 2 1991	

**4 Specific Use Not Recorded on Centralized Authorization File (CAF).**—If the power of attorney is for a specific use not recorded on CAF, please check this box. (See the instructions for *Specific Use Not Recorded on CAF* on page 4.) ☐**5 Acts Authorized.**—The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described in line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks or the power to sign certain returns. (See instructions.)

List any specific additions or deletions to the acts otherwise authorized in this power of attorney: \_\_\_\_\_

**Note:** In general, an unenrolled preparer of tax returns cannot sign any document for a taxpayer. See Revenue Procedure 81-38, printed as Pub. 470, for more information.**Note:** The tax matters partner/person of a partnership or S corporation is not permitted to authorize representatives to perform certain See the instructions for more information.**6 Receipt of Refund Checks.**—If you want to authorize a representative named in line 2 to receive, **BUT NOT TO ENDORSE OR CASH**, refund checks, initial here \_\_\_\_\_ and list the name of that representative below.

Name of representative to receive refund check(s) ►

**7 Notices and Communications.**—Notices and other written communications will be sent to the first representative listed in line 2.

- a If you want the second representative listed to receive such notices and communications, check this box ☐
- b If you do not want any notices or communications sent to your representative, check this box ☐

**8 Retention/Revocation of Prior Power(s) of Attorney.**—The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here ☐**YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.****9 Signature of Taxpayer(s).**—If a tax matter concerns a joint return, both husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner/person, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ If this power of attorney is not signed, it will be returned.

Signature  Date 7/31/91 Title (if applicable) Executive Director

Print Name Dr. S. Ghulam Nabi Fai

Signature \_\_\_\_\_ Date \_\_\_\_\_ Title (if applicable) \_\_\_\_\_

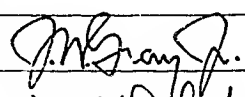
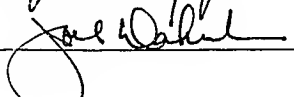
Print Name \_\_\_\_\_

**Part II Declaration of Representative**

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - c Enrolled Agent—enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  - d Officer—a bona fide officer of the taxpayer organization.
  - e Full-Time Employee—a full-time employee of the taxpayer.
  - f Family Member—a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
  - h Unenrolled Return Preparer—an unenrolled return preparer under section 10.7(a)(7) of Treasury Department Circular No. 230.

▶ If this power of attorney is not signed, it will be returned.

Designation — Insert above letter (a–h)	Jurisdiction (state) or Enrollment Card No.	Signature	Date
a	Virginia		7-30-91
a	Virginia		7-31-91

Form **872-C**  
(Rev. 12-89)

Department of the Treasury—Internal Revenue Service

**Consent Fixing Period of Limitation Upon  
Assessment of Tax Under Section 4940 of the  
Internal Revenue Code**  
(See instructions on reverse side.)

OMB No. 1545-0056

To be used with Form  
1023. Submit in  
duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Kashmiri American Council, Inc.

(Exact legal name of organization as shown in organizing document)

733 15th Street N.W., Suite 1100

Washington, D.C. 20005

(Number, street, city or town, state, and ZIP code)

} and the District Director of  
Internal Revenue, or  
Assistant Commissioner  
(Employee Plans and  
Exempt Organizations)

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 1990  
(Month, day, and year)

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Name of organization (as shown in organizing document)

Kashmiri American Council, Inc.

Date

July 31, 1991

Officer or trustee having authority to sign

Signature ▶

[Signature] Executive Director

For IRS use only

District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)

John E. Burke

Date

1/14/92

By ▶

Wayne Hardesty Group Manager

For Paperwork Reduction Act Notice, see page 1 of the Form 1023 Instructions.

3/12/90

Published by Tax Management Inc., a Subsidiary of The Bureau of National Affairs, Inc.

872-C.1

You must complete this form and attach it to your application if you checked box (h), (i), or (j) of Part III, question 9, and you have not completed a tax year of at least 8 months.

For example: If you incorporated May 15 and your year ends December 31, you have completed a tax year of only 7½ months. Therefore, Form 872-C must be completed.

- (a) Insert the name of the organization. This must be entered exactly as it is written in the organizing document. Do not use abbreviations unless the organizing document does.
- (b) Enter the proper address.
- (c) Enter ending date of first tax year.

For example:

- (a) If you were formed on June 15 and you have chosen December 31, as your year end, enter December 31, 19 .....
- (b) If you were formed June 15 and have chosen June 30 as your year end, enter June 30, 19..... In this example your first tax year consists of only 15 days.
- (d) The form must be signed by an authorized officer or trustee, generally the President or Treasurer.
- (e) Enter the date that the form was signed.

DO NOT MAKE ANY OTHER ENTRIES.



**Application for Recognition of Exemption  
Under Section 501(c)(3) of the Internal Revenue Code**

OMB No. 1545-0056

If exempt status is  
approved, this application  
will be open for public  
inspection.

Read the instructions for each Part carefully.

**A User Fee must be attached to this application.**

If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to you.

**Part I Identification of Applicant**

<b>1a</b> Full name of organization (as shown in organizing document)  Kashmiri American Council, Inc.		<b>2</b> Employer identification number (If none, see Instructions.)  52 : 1669147
<b>1b</b> c/o Name (if applicable)		<b>3</b> Name and telephone number of person to be contacted if additional information is needed  J. William Gray, Jr.  (804 ) 788-8641
<b>1c</b> Address (number and street)  733 15th Street N.W., Suite 1100		
<b>1d</b> City or town, state, and ZIP code  Washington, D.C. 20005		<b>4</b> Month the annual accounting period ends  December
<b>5</b> Date incorporated or formed  April 13, 1990	<b>6</b> Activity codes (See instructions.)  430	<b>7</b> Check here if applying under section: a <input type="checkbox"/> 501(e) b <input type="checkbox"/> 501(f) c <input type="checkbox"/> 501(k)
<b>8</b> Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? If "Yes," attach an explanation. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>		
<b>9</b> Has the organization filed Federal income tax returns or exempt organization information returns? If "Yes," state the form number(s), years filed, and Internal Revenue office where filed. <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span>		

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- 10** Check the box for your type of organization. BE SURE TO ATTACH A COMPLETE COPY OF THE CORRESPONDING DOCUMENTS TO THE APPLICATION BEFORE MAILING.
- a ☒ Corporation— Attach a copy of your Articles of Incorporation, (including amendments and restatements) showing approval by the appropriate state official; also include a copy of your bylaws.
  - b ☐ Trust— Attach a copy of your Trust Indenture or Agreement, including all appropriate signatures and dates.
  - c ☐ Association— Attach a copy of your Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence the organization was formed by adoption of the document by more than one person; also include a copy of your bylaws.

If you are a corporation or an unincorporated association that has not yet adopted bylaws, check here ☐

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please  
Sign  
Here

(Signature)

Executive Director

(Title or authority of signer)

7/31/91

(Date)

For Paperwork Reduction Act Notice, see page 1 of the instructions.

Complete the Procedural Checklist (page 7 of the instructions) prior to filing.

**Part II** Activities and Operational Information

- 1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. **Do not merely refer to or repeat the language in your organizational document.** Describe each activity separately in the order of importance. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

The organization aims to educate the American public and leadership about the issue of Kashmir which is subject to two unenforced UN Resolutions of 1948 and 1949. Toward this end of creating awareness about the need for restoring the right of self-determination of the Kashmiri people, the Kashmiri American Council (KAC) has a program of publications and direct personal contact through one-to-one meetings and public gatherings. KAC has published and continues to produce and distribute a number of background information brochures and booklets, has placed newspaper advertisements, and has held meetings with the general public, academicians, and media.

KAC organizes its annual General Assembly, holds periodic Board of Directors meetings, and holds fundraising and informational meetings in various cities across the U.S.

KAC commenced these activities on a regular basis and continues to operate on the line detailed above.

- 2 What are or will be the organization's sources of financial support? List in order of size.

Member and general public donations, membership fees and investment income.

- 3 Describe the organization's fundraising program, both actual and planned, and explain to what extent it has been put into effect. (Include details of fundraising activities such as selective mailings, formation of fundraising committees, use of volunteers or professional fundraisers, etc.) Attach representative copies of solicitations for financial support.

KAC raises funds through numerous means, including mass mailings appealing for donations, personal solicitations of potential donors who may be sympathetic to the case of the Kashmiri people, fundraising events, and advertisements in community and ethnic media. Representative copies are attached.

Kashmiri American Council, Inc.  
733 Fifteenth Street N.W., Suite 1100  
Washington, D.C. 20005  
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July 31, 1991

Attachment to Form 1023

1., 3. and 10b. Examples of solicitations of financial support and members for KAC and informational brochures and publications prepared and distributed by KAC.

**Part II** Activities and Operational Information (Continued)

Page 3

**4** Give the following information about the organization's governing body:**a** Names, addresses, and titles of officers, directors, trustees, etc.

See attachment

**b** Annual Compensation

See attachment

**c** Do any of the above persons serve as members of the governing body by reason of being public officials or being appointed by public officials?

If "Yes," name those persons and explain the basis of their selection or appointment.

☐ Yes ☒ No**d** Are any members of the organization's governing body "disqualified persons" with respect to the organization (other than by reason of being a member of the governing body) or do any of the members have either a business or family relationship with "disqualified persons"? (See the Specific Instructions for line 4d.)

If "Yes," explain.

☒ Yes ☐ No

Dr. M. Akram Dar, secretary-treasurer and director, and Dr. A. R. Mir, director, have contributed more than \$5,000 each and more than 2% of KAC's total contributions.

**5** Does the organization control or is it controlled by any other organization?

Is the organization the outgrowth of (or successor to) another organization, or does it have a special relationship to another organization by reason of interlocking directorates or other factors?

☒ Yes ☐ No

If either of these questions is answered "Yes," explain.

☒ Yes ☐ No

KAC is the sole corporate member of Kashmiri American Foundation, a Virginia nonstock corporation that is applying for tax exemption under Section 501(c)(4). As sole member, KAC has the power to appoint the Foundation's board of directors. The Foundation will carry out educational and lobbying activities at the legislative and administrative levels of the U.S. Government.

**6** Does or will the organization directly or indirectly engage in any of the following transactions with any political organization or other exempt organization (other than 501(c)(3) organizations): (a) grants; (b) purchases or sales of assets; (c) rental of facilities or equipment; (d) loans or loan guarantees; (e) reimbursement arrangements; (f) performance of services, membership, or fundraising solicitations; or (g) sharing of facilities, equipment, mailing lists or other assets, or paid employees?

If "Yes," explain fully and identify the other organization(s) involved.

☒ Yes ☐ No

KAC and the Kashmiri American Foundation (described in item 5 above) share office space, mailing lists, paid employees, facilities and services. The Foundation reimburses KAC for 20% of expenses. KAC's records indicate that the Foundation's share of office expenses has never exceeded that percentage and has generally been in the 5% to 10% range.

**7** Is the organization financially accountable to any other organization?

If "Yes," explain and identify the other organization. Include details concerning accountability or attach copies of reports if any have been submitted.

☐ Yes ☒ No

**Part II** Activities and Operational Information (Continued)

- 8 What assets does the organization have that are used in the performance of its exempt function? (Do not include property producing investment income.) If any assets are not fully operational, explain their status, what additional steps remain to be completed, and when such final steps will be taken. If "None," indicate "N/A."

N/A

- 9a Will any of the organization's facilities or operations be managed by another organization or individual under a contractual agreement? ☐ Yes ☒ No

- b Is the organization a party to any leases? ☒ Yes ☐ No

If either of these questions is answered "Yes," attach a copy of each such contract and explain the relationship between the applicant and each of the other parties.

KAC leases office space in Washington, D.C. from an unrelated lessor. A copy of the lease agreement is attached.

- 10 Is the organization a membership organization? ☒ Yes ☐ No  
If "Yes," complete the following:

- a Describe the organization's membership requirements and attach a schedule of membership fees and dues.  
KAC membership is open to all adults who support the purposes of KAC, apply for admission to membership, and pay annual dues set by the Board of Directors. The Board does not discriminate on the basis of religion, ethnic origin or other impermissible factors in admitting members.

- b Describe your present and proposed efforts to attract members and attach a copy of any descriptive literature or promotional material used for this purpose.

KAC strives to recruit members through personal contacts, mailings, and published material (see attached).

- c What benefits do (or will) your members receive in exchange for their payment of dues?

KAC members are entitled to vote on the election of directors and to receive information about KAC's activities.

- 11a If the organization provides benefits, services or products, are the recipients required, or will they be required, to pay for them? ☒ N/A ☐ Yes ☐ No  
If "Yes," explain; show how the charges are determined; and attach a copy of your current fee schedule.

- b Does or will the organization limit its benefits, services or products to specific individuals or classes of individuals? ☒ N/A ☐ Yes ☐ No  
If "Yes," explain how the recipients or beneficiaries are or will be selected.

- 12 Does or will the organization attempt to influence legislation? ☐ Yes ☒ No  
If "Yes," explain. Also, give an estimate of the percentage of the organization's time and funds which it devotes or plans to devote to this activity.

- 13 Does or will the organization intervene in any way in political campaigns, including the publication or distribution of statements? ☐ Yes ☒ No  
If "Yes," explain fully.

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EIN 52-1669147

July 31, 1991

Attachment to Form 1023

4a. The directors of KAC, some of whom are officers, are:

Dr. Ghulam Hassan Bhat

Dr. M. Akram Dar, Secretary-Treasurer

Dr. M. Y. Fazili

Dr. A. R. Mir

Dr. Parvaiz Mir

Ms. Safia Qadri

Dr. M. Ashraf Sahaf, President

4b. All the individuals named above serve in their respective offices without compensation. In addition, Dr. Ghulam Nabi Fai serves as executive director of KAC, at a salary of \$40,000 per year.

**Part III Technical Requirements**

- 1 Are you filing Form 1023 within 15 months from the end of the month in which you were created or formed? ☒ Yes ☐ No  
If you answer "Yes," do not answer questions 2 through 6.
- 2 If one of the exceptions to the 15-month filing requirement shown below applies, check the appropriate box and proceed to question 7.  
**Exceptions**—You are not required to file an exemption application within 15 months if the organization:
- ☐ (a) Is a church, interchurch organization, local unit of a church, a convention or association of churches, or an integrated auxiliary of a church;
  - ☐ (b) Is not a private foundation and normally has gross receipts of not more than \$5,000 in each tax year; or,
  - ☐ (c) Is a subordinate organization covered by a group exemption letter, but only if the parent or supervisory organization timely submitted a notice covering the subordinate.
- 3 If you do not meet any of the exceptions in question 2, do you wish to request relief from the 15-month filing requirement? ☐ Yes ☐ No
- 4 If you answer "Yes" to question 3, please give your reasons for not filing this application within 15 months from the end of the month in which your organization was created or formed.
- 5 If you answer "No" to both questions 1 and 3 and do not meet any of the exceptions in question 2, your qualification as a section 501(c)(3) organization can be recognized only from the date this application is filed with your key District Director. Therefore, do you want us to consider your application as a request for recognition of exemption as a section 501(c)(3) organization from the date the application is received and not retroactively to the date you were formed? ☐ Yes ☐ No
- 6 If you answer "Yes" to question 5 above and wish to request recognition of section 501(c)(4) status for the period beginning with the date you were formed and ending with the date your Form 1023 application was received (the effective date of your section 501(c)(3) status), check here ☐ and attach a completed page 1 of Form 1024 to this application.

**Part III** Technical Requirements (Continued)

7 Is the organization a private foundation?

- ☐ Yes (Answer question 8.)  
☒ No (Answer question 9 and proceed as instructed.)

8 If you answer "Yes" to question 7, do you claim to be a private operating foundation?

- ☐ Yes (Complete Schedule E)  
☐ No

After answering this question, go to Part IV.

9 If you answer "No" to question 7, indicate the public charity classification you are requesting by checking the box below that most appropriately applies:

**THE ORGANIZATION IS NOT A PRIVATE FOUNDATION BECAUSE IT QUALIFIES:**

- |   |   |
|---|---|
| (a) <input type="checkbox"/> As a church or a convention or association of churches<br>(MUST COMPLETE SCHEDULE A.)  | Sections 509(a)(1)<br>and 170(b)(1)(A)(i)                             |
| (b) <input type="checkbox"/> As a school (MUST COMPLETE SCHEDULE B).  | Sections 509(a)(1)<br>and 170(b)(1)(A)(ii)                            |
| (c) <input type="checkbox"/> As a hospital or a cooperative hospital service organization, or a<br>medical research organization operated in conjunction with a hospital<br>(MUST COMPLETE SCHEDULE C).   | Sections 509(a)(1)<br>and 170(b)(1)(A)(iii)                           |
| (d) <input type="checkbox"/> As a governmental unit described in section 170(c)(1).   | Sections 509(a)(1)<br>and 170(b)(1)(A)(v)                             |
| (e) <input type="checkbox"/> As being operated solely for the benefit of, or in connection with, one<br>or more of the organizations described in (a) through (d), (g), (h), or (i)<br>(MUST COMPLETE SCHEDULE D).  | Section 509(a)(3)   |
| (f) <input type="checkbox"/> As being organized and operated exclusively for testing for public<br>safety.  | Section 509(a)(4)   |
| (g) <input type="checkbox"/> As being operated for the benefit of a college or university that is<br>owned or operated by a governmental unit.  | Sections 509(a)(1)<br>and 170(b)(1)(A)(iv)                            |
| (h) <input checked="" type="checkbox"/> As receiving a substantial part of its support in the form of<br>contributions from publicly supported organizations, from a<br>governmental unit, or from the general public.  | Sections 509(a)(1)<br>and 170(b)(1)(A)(vi)                            |
| (i) <input type="checkbox"/> As normally receiving not more than one-third of its support from<br>gross investment income and more than one-third of its support from<br>contributions, membership fees, and gross receipts from activities<br>related to its exempt functions (subject to certain exceptions). | Section 509(a)(2)   |
| (j) <input type="checkbox"/> We are a publicly supported organization but are not sure whether we<br>meet the public support test of block (h) or block (i). We would like the<br>Internal Revenue Service to decide the proper classification.   | Sections 509(a)(1)<br>and 170(b)(1)(A)(vi)<br>or<br>Section 509(a)(2) |

If you checked one of the boxes (a) through (f) in question 9, go to question 14.  
 If you checked box (g) in question 9, go to questions 11 and 12.  
 If you checked box (h), (i), or (j), go to question 10.



**Part III Technical Requirements (Continued)**

- 10** If you checked box (h), (i), or (j) in question 9, have you completed a tax year of at least 8 months?
- ☐ No—You must request an advance ruling by completing and signing 2 Forms 872-C and attaching them to your application.
- ☒ Yes—Indicate whether you are requesting:
- ☐ A definitive ruling (Answer question 11 through and including question 14.)
- ☒ An advance ruling (Answer questions 11 and 14 and attach 2 Forms 872-C completed and signed.)
- 11** If the organization received any unusual grants during any of the tax years shown in Part IV-A attach a list for each year showing the name of the contributor; the date and the amount of the grant; and a brief description of the nature of each such grant.

N/A

- 12** If you are requesting a definitive ruling under section 170(b)(1)(A)(iv) or (vi), check here ☐ and:

- a Enter 2% of line 8, column (e) of Part IV-A \_\_\_\_\_
- b Attach a list showing the name and amount contributed by each person (other than a governmental unit or "publicly supported" organization) whose total gifts, grants, contributions, etc., were more than the amount you entered on line 12a above.

- 13** If you are requesting a definitive ruling under section 509(a)(2), check here ☐ and:

- a For each of the years included on lines 1, 2, and 9 of Part IV-A, attach a list showing the name of and amount received from each person who is a "disqualified person."
- b For each of the years included on line 9 of Part IV-A, attach a list showing the name of and amount received from each payer (other than a "disqualified person") whose payments to the organization were more than \$5,000. For this purpose, "payer" includes, but is not limited to, any organization described in sections 170(b)(1)(A)(i) through (vi) and any governmental agency or bureau.

- 14** Indicate if your organization is one of the following, and if so, complete the required schedule. (Submit only those schedules, if any, that apply to your organization. Do not submit blank schedules.)
- |  | Yes | No                                  | If "Yes," complete schedule: |
|--|-----|-------------------------------------|------------------------------|
| Is the organization a church? . . . . .  |     | <input checked="" type="checkbox"/> | A                            |
| Is the organization, or any part of it, a school? . . . . .  |     | <input checked="" type="checkbox"/> | B                            |
| Is the organization, or any part of it, a hospital or medical research organization? . . . . .                 |     | <input checked="" type="checkbox"/> | C                            |
| Is the organization a section 509(a)(3) supporting organization? . . . . .                                     |     | <input checked="" type="checkbox"/> | D                            |
| Is the organization an operating foundation? . . . . .   |     | <input checked="" type="checkbox"/> | E                            |
| Is the organization, or any part of it, a home for the aged or handicapped? . . . . .                          |     | <input checked="" type="checkbox"/> | F                            |
| Is the organization, or any part of it, a child care organization? . . . . .                                   |     | <input checked="" type="checkbox"/> | G                            |
| Does the organization provide or administer any scholarship benefits, student aid, etc.? . . . .               |     | <input checked="" type="checkbox"/> | H                            |
| Has the organization taken over, or will it take over, the facilities of a "for profit" institution? . . . . . |     | <input checked="" type="checkbox"/> | I                            |

**Part IV Financial Data**

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.

**A.—Statement of Revenue and Expenses**

		Current tax year	3 prior tax years or proposed budget for 2 years			(e) TOTAL
		(a) From to 1991	(b) 19 90...	(c) 19 92...	(d) 19 .....	
Revenue	1 Gifts, grants, and contributions received (not including unusual grants—see instructions)	\$257,458	\$214,548	\$308,949		
	2 Membership fees received	15,000	12,500	18,000		
	3 Gross investment income (see instructions for definition)	893	744	1,071		
	4 Net income from organization's unrelated business activities not included on line 3	-0-	-0-	-0-		
	5 Tax revenues levied for and either paid to or spent on behalf of the organization	-0-	-0-	-0-		
	6 Value of services or facilities furnished by a governmental unit to the organization without charge (not including the value of services or facilities generally furnished the public without charge)	-0-	-0-	-0-		
	7 Other income (not including gain or loss from sale of capital assets) (attach schedule)	-0-	-0-	-0-		
	8 Total of lines 1 through 7	273,351	227,792	328,020		227,792
	9 Gross receipts from admissions, sales of merchandise or services, or furnishing of facilities in any activity that is not an unrelated business within the meaning of section 513	-0-	-0-	-0-		Amount used for 2% for line 12 of page 7
	10 Total of lines 8 and 9	273,351	227,792	328,020		829,163
	11 Gain or loss from sale of capital assets (attach schedule)					-0-
	12 Unusual grants					-0-
	13 Total revenue (add lines 10 through 12)	273,351	227,792	328,020		829,163
Expenses	14 Fundraising expenses	-0-	6,884	-0-		
	15 Contributions, gifts, grants, and similar amounts paid (attach schedule)	-0-	-0-	-0-		
	16 Disbursements to or for benefit of members (attach schedule)	-0-	-0-	-0-		
	17 Compensation of officers, directors, and trustees (attach schedule)	40,000	-0-	44,000		
	18 Other salaries and wages	7,599	6,908	8,358		
	19 Interest	-0-	-0-	-0-		
	20 Occupancy (rent, utilities, etc.)	15,038	13,671	16,542		
	21 Depreciation and depletion	2,069	1,881	2,276		
	22 Other (attach schedule) A.	137,755	125,232	151,531		
	23 Total expenses	202,461	154,576	222,709		
	24 Excess of revenue over expenses (line 13 minus line 23)	70,890	73,216	105,311		

**Part IV** Financial Data (Continued)

B.—Balance Sheet (at the end of the period shown)		Current tax year Date 12/31/90
<b>Assets</b>		
1	Cash . . . . .	33,910
2	Accounts receivable, net . . . . .	31,769
3	Inventories . . . . .	-0-
4	Bonds and notes receivable (attach schedule) . . . . .	-0-
5	Corporate stocks (attach schedule) . . . . .	-0-
6	Mortgage loans (attach schedule) . . . . .	-0-
7	Other investments (attach schedule) . . . . .	-0-
8	Depreciable and depletable assets (attach schedule) (30,059-2,523) see Schedule B . . . . .	27,536
9	Land . . . . .	-0-
10	Other assets (attach schedule) . . . . .	-0-
11	<b>Total assets</b> . . . . .	93,215
<b>Liabilities</b>		
12	Accounts payable . . . . .	-0-
13	Contributions, gifts, grants, etc., payable . . . . .	-0-
14	Mortgages and notes payable (attach schedule) . . . . .	20,000
15	Other liabilities (attach schedule) . . . . .	-0-
16	<b>Total liabilities</b> . . . . .	20,000
<b>Fund Balances or Net Assets</b>		
17	<b>Total fund balances or net assets</b> . . . . .	73,215
18	<b>Total liabilities and fund balances or net assets (add line 16 and line 17)</b> . . . . .	93,215
If there has been any substantial change in any aspect of your financial activities since the end of the period shown above, check the box and attach a detailed explanation <input type="checkbox"/>		

### Schedule A.—Churches

- 1 Provide a brief history of the development of the organization, including the reasons for its formation.
- 2 Does the organization have a written creed or statement of faith? ☐ Yes ☐ No  
If "Yes," attach a copy.
- 3 Does the organization require prospective members to renounce other religious beliefs or their membership in other churches or religious orders to become members? ☐ Yes ☐ No
- 4 Does the organization have a formal code of doctrine and discipline for its members? ☐ Yes ☐ No  
If "Yes," describe.
- 5 Describe your form of worship and attach a schedule of your worship services.
- 6 Are your services open to the public? ☐ Yes ☐ No  
If "Yes," describe how you publicize your services and explain your criteria for admittance.
- 7 Explain how you attract new members.
- 8 (a) How many active members are currently enrolled in your church?  
(b) What is the average attendance at your worship services?
- 9 In addition to your worship services, what other religious services (such as baptisms, weddings, funerals, etc.) do you conduct?

Kashmiri American Council, Inc.  
733 Fifteenth Street N.W., Suite 1100  
Washington, D.C. 20005  
EIN 52-1669147

July 31, 1991

Attachment to Form 1023

Schedule A

<u>Description</u>	<u>Actual</u> <u>1990</u>	<u>Budget</u> <u>1991</u>	<u>Budget</u> <u>1992</u>
Expenses			
Public Relations	\$ 28,313	\$ 31,034	\$ 34,138
Newsletter	4,879	5,367	5,903
Meetings & Conferences	1,120	1,232	1,355
Press Releases	1,355	1,490	1,639
Printings	36,876	40,564	44,620
Audio Visual	4,147	4,562	5,018
Rallies	1,923	2,116	2,327
Professional Library	277	304	335
Temporary Service	268	295	324
Legal Fees	2,589	2,847	3,132
Accounting	1,960	2,156	2,372
Office Supplies	12,675	13,943	15,337
Postage and Courier	13,539	14,893	16,383
Hospitality	275	303	333
Travel	248	272	300
Telephone/Fax	11,830	13,012	14,315
Repair & Maintenance	2,492	2,741	3,015
Bank Charges	311	342	376
Dues & Subscriptions	196	216	237
Miscellaneous Expense	<u>59</u>	<u>66</u>	<u>72</u>
Total Expenses	\$125,232	\$137,755	\$151,531

SCHEDULE-B

KASHMIRI AMERICAN COUNCIL  
STATEMENT OF FIXED ASSETS  
FOR THE YEAR ENDING DEC.1990  
LINE 8 PART IV-B  
FORM 1023, BALANCE SHEET  
FED ID# 52-1669147

FURNITURE & OFFICE EQUIPMENT

DESCRIPTION	PURCHASE PRICE	PURCHASE DATE	DEPR. METHOD	DEPR. AMOUNT	BOOK VALUE
FAX MACHINE	885.00	MAY,12	SL/7YRS	73.74	811.26
PHOTOCOPIER	18487.50	MAY,12	SL/7YRS	1565.62	16921.88
EXPO SYSTEM	3398.88	SEP,10	SL/7YRS	161.85	3237.03
FAX MACHINE	1379.00	APR,19	SL/7YRS	131.33	1247.67
CHAIRS	463.87	JUL,08	SL/7YRS	27.60	436.27
TABLES	750.00	NOV,07	SL/7YRS	17.85	732.15
TOTAL	25364.25	0.00	0.00	1977.99	23386.26

COMPUTER & PRINTERS

IBM-286	1765.00	APR,16	SL/5YRS	235.33	1529.67
MICRO COMPUTER	1625.00	JUL,25	SL/5YRS	135.41	1489.59
LASER PRINTER	950.00	APR,17	SL/5YRS	126.66	823.34
EPSON PRINTER	355.00	APR,19	SL/5YRS	47.33	307.67
TOTAL	4695.00	0.00	0.00	544.73	4150.27
G. TOTAL	30059.25	0.00	0.00	2522.72	27536.53

Kashmiri American Council, Inc.  
733 Fifteenth Street N.W., Suite 1100  
Washington, D.C. 20005  
EIN 52-1669147

July 31, 1991

Attachment to Form 1023

Schedule C

Notes Payable

<u>Lender's Name</u>	<u>Loan Purpose</u>	<u>Repayment Terms</u>	<u>Interest Rate</u>	<u>Original Amount</u>
North American Islamic Trust, Indianapolis, Indiana	Payment of operating expenses	Due at end of one year	None	\$20,000

Kashmiri American Council, Inc.  
733 Fifteenth Street N.W., Suite 1100  
Washington, D.C. 20005  
EIN 52-1669147

July 31, 1991

Attachment to Form 1023

I certify that the attached copy of "Kashmiri American Council, Inc., Articles of Incorporation" and the accompanying acknowledgment of the Maryland State Department of Assessments and Taxation are true, correct and complete copies.

Kashmiri American Council, Inc.

By   
\_\_\_\_\_  
Dr. Ghulam Nabi Fai,  
Executive Director



*Kashmiri American Council*  
733-15th Street, NW Suite 1100, Washington, DC 20005  
(202)628-6789

June 6, 1991

The copy of the Certificate of Incorporation is a complete and accurate copy of the original signed and dated document.

A handwritten signature in black ink, appearing to read 'Dr. Ghulam Nabi Fai', with a long horizontal line extending to the right.

Dr. Ghulam Nabi Fai  
Executive Director

MARYLAND

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

301 W. PRESTON ST., BALTIMORE, MARYLAND 21201 / PHONE (301) 225-1340

THIS IS NOT  
A BILL

THE ARTICLES OF INCORPORATION  
OF

KASHMIRI AMERICAN COUNCIL, INC.

YOUR ACCOUNT NUMBER  
WITH THIS OFFICE IS

02998029

ACKNOWLEDGEMENT  
NUMBER

202C3031344



HAVE BEEN RECEIVED AND APPROVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND  
TAXATION THIS 5TH DAY OF APRIL, 1990, AT 9:00 A.M.  
WILL BE RECORDED

FEE PAID

ORGANIZATION AND CAPITALIZATION FEE  
RECORDING FEE

AMOUNT

20.00

20.00

IF COPIES OR CERTIFICATES WERE  
ORDERED THEY WILL BE FORTHCOMING

TOTAL

0.00

KASHMIRI AMERICAN COUNCIL, INC.

\* \* \* \* \*

ARTICLES OF INCORPORATION

\* \* \* \* \*

FIRST: I, George M. Blumenthal, whose Post Office address is Post Office Box 2398, 7-G Post Office Road, Cenna Centre, Waldorf, Maryland 20604, being at least eighteen (18) years of age, am hereby forming a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereafter called the "Corporation") is Kashmiri American Council, Inc.

THIRD: The purposes for which the Corporation is formed are:

(a) The Corporation is organized exclusively for educational and charitable purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), and, more specifically, to receive and administer funds for such charitable and educational purposes, all for the public welfare, and for no other purposes, and to that end to take hold, by bequest, devise, gift, purchase, or lease, either absolutely or in trust for such objects and purposes or any of

them, any property, real, personal or mixed, without limitation as to amount of value, except such limitations, if any, as may be imposed by law; to sell, convey, and disposed of any such property and to invest and reinvest the principal thereof, and to deal with and expend the income therefrom for any of the before-mentioned purposes, without limitation, except such limitations, if any, as may be contained in the instrument under which such property is received; to receive any property, real, personal or mixed, in trust, under the terms of any will, deed of trust, or other trust instrument for the foregoing purposes or any of them, and in administering the same to carry out the directions, and exercise the powers contained in the trust instrument under which the property is received, including the expenditure of the principal as well as the income, for one or more of such purposes, if authorized or directed in the trust instrument under which it is received, but no gift, bequest or devise of any such property shall be received and accepted if it be conditioned or limited in such manner as shall require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article NINTH of these Articles of Incorporation, or as shall in the opinion of the Board of Directors, jeopardize the federal income tax exemption of the Corporation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended; to receive, take title to, hold, and use the proceeds and income of stocks,

bonds, obligations, or other securities of any corporation or corporations, domestic or foreign, but only for the foregoing purposes, or some of them, and, in general, to exercise any, all and every power for which a non-profit corporation organized under the applicable provisions of the Annotated Code of Maryland for scientific, educational, and charitable purposes, all for the public welfare, can be authorized to exercise, but only to the extent the exercise of such powers are in furtherance of exempt purposes.

(b) No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article THIRD hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 591(c)(3) of the Internal Revenue of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation,

contribution to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

(c) Included among the educational and charitable purposes for which the Corporation is organized, as qualified and limited by subparagraphs (a) and (b) of this Article THIRD are the following:

1. To promote a better understanding of Kashmiri situation to the American people;
2. To approach human rights advocates in the United States of America about the Kashmiri problem;
3. To do all of the aforementioned, without regard to race, creed, gender and handicap.

✓ FOURTH: The Post Office address of the principal office of the Corporation in this State is 6 Luan Building, Waldorf, Maryland 20602. The name and Post Office address of the Resident Agent of the corporation in this State are George M. Blumenthal, Post Office Box 2398, 7-G Post Office Road, Cenna Centre, Waldorf, Maryland 20604. Said Resident Agent is an individual actually residing in this State.

FIFTH: The Corporation is not organized for profit; it shall have no capital stock and shall not be authorized to issue capital stock. The number of qualifications for; and other matters relating to its members shall be set forth in the by-laws of the Corporation.

SIXTH: The number of Directors of the Corporation shall

be three (3), which number may be increased or decreased pursuant to the By-Laws of the Corporation, but shall never be less than three (3). The names of the Directors, who shall act until the first annual meeting or until their successors are duly chosen and qualified, are: Mohammad Bilal Yousaf, Rafia Sayeed, and Ghulam Nabi Fai.

SEVENTH: Upon the dissolution of the Corporation's affairs, or upon the abandonment of the Corporation's activities due to its impracticable or inexpedient nature, the assets of the Corporation then remaining in the hands of the Corporation shall be distributed, transferred, conveyed, delivered and paid over to any other charitable organization (as hereinafter defined) of this or any other State, having a similar or analogous character or purpose, in some way associated with or connected with the corporation to which the property previously belonged.

EIGHTH: The Corporation may by its By-Laws make any other provisions or requirements for the arrangement or conduct of the business of the Corporation, provided the same be not inconsistent with these Articles of Incorporation nor contrary to the laws of the State of Maryland or of the United States.

NINTH: In these Articles of Incorporation,

(a) Reference to "charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any

possession of the United States, organized and operated exclusively for charitable purposes, not part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda or otherwise attempting, to influence legislation and which do not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidates for public office. It is intended that the organization described in this Article NINTH shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or afterwards amended.

(b) The term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific testing for public safety, literary, or educational purposes within the meaning of the terms used in Section 501(c)(3) of the Internal Revenue Code of 1954 but only such purposes as also constitute public charitable purposes under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, including, but not limited to, the granting of scholarships to young men and women to enable them to attend educational institutions.

TENTH: (a) The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on distributed income imposed by Section 4942 of the Internal Revenue Code of 1954, or corresponding



provisions of any subsequent federal tax laws.

(b) The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

(c) The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

(d) The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

(e) The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 3rd day of April, 1990, and I acknowledge the same to be my act.

WITNESS:


Jeanne M. DeLaCruz  
WITNESS

George M. Blumenthal  
GEORGE M. BLUMENTHAL

STATE OF MARYLAND:

COUNTY OF CHARLES, SS:

I HEREBY CERTIFY that on this 3rd day of April, 1990, before, me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **GEORGE M. BLUMENTHAL** who, under oath, acknowledged that he has read the contents of the foregoing document and that the facts contained therein are true to the best of his knowledge and belief.

  
NOTARY PUBLIC

My Commission Expires: July 1, 1990

3  
4 BY-LAWS  
5 OF  
6 KASHMIRI AMERICAN COUNCIL, INC.  
7

8 ARTICLE I.

9 Membership.

10 1.1 Generally. The membership of the Corporation shall  
11 be open to any person who is eighteen years of age or older and  
12 who (a) supports the purposes of the Corporation as stated in its  
13 Articles of Incorporation and the policy statements of the Board  
14 of Directors, (b) requests admission to its membership, and  
15 (c) is approved for membership by the Board of Directors. In  
16 addition to regular members, the Board of Directors may from time  
17 to time select individuals who have rendered distinguished  
18 service to the Corporation to become honorary members.

19 1.2 Termination of Membership. The membership of any  
20 person in the Corporation may be terminated, with or without  
21 cause, by the affirmative vote of at least 2/3 of the members of  
22 the Board of Directors, at a special meeting called for such  
23 purpose.

24 1.3 Annual Dues. All regular members of the Corporation  
25 shall pay annual dues to support the Corporation's activities.  
26 The amount of such annual dues shall be set from time to time by  
27 the Board of Directors. Annual dues shall be due upon acceptance  
of a members request for membership in the Corporation, and on

28 the anniversary date of such acceptance each year thereafter.  
29 Honorary members shall not be required to pay any dues.  
30

31 ARTICLE II.

32 Meetings of Members.

33 2.1 Places of Meetings. All meetings of the members  
34 shall be held at such place, either within or without the State  
35 of Maryland, as from time to time may be fixed by the Board of  
36 Directors.

37 2.2 Annual Meetings. The annual meeting of the members,  
38 for the election of Directors and transaction of such other  
39 business as may come before the meeting, shall be held in each  
40 year on the fourth Monday in March, at 10 a.m., if that day is  
41 not a legal holiday. If that day is a legal holiday, the annual  
42 meeting shall be held on the next succeeding day not a legal  
43 holiday.

44 2.3 Special Meetings. A special meeting of the members  
45 for any purpose or purposes may be called at any time by the  
46 Chairman of the Board, the Vice-Chairman of the Board, the  
47 President, or by a majority of the Board of Directors. At a  
48 special meeting no business shall be transacted and no corporate  
49 action shall be taken other than that stated in the notice of the  
50 meeting.

51 2.4 Notice of Meetings. Written or printed notice  
52 stating the place, day and hour of every meeting of the members  
53 and, in case of a special meeting, the purpose or purposes for

54 which the meeting is called, shall be mailed, or if the Board of  
55 Directors determines that mailing is impractical or uneconomical,  
56 shall be published in a newspaper having a general circulation in  
57 the jurisdiction where the Corporation's national headquarters is  
58 located, not less than ten nor more than sixty days before the  
59 date of the meeting to each member of record entitled to vote at  
60 such meeting, at the member's address which appears in the  
61 membership books of the Corporation. Such further notice shall  
62 be given as may be required by law, but meetings may be held  
63 without notice if all the members entitled to vote at the meeting  
64 are present in person or by proxy or if notice is waived in  
65 writing by those not present, either before or after the meeting.

66 2.5 Quorum. At least ten percent of the members entitled  
67 to vote with respect to the business to be transacted, who shall  
68 be present in person or represented by proxy at any meeting duly  
69 called, shall constitute a quorum for the transaction of  
70 business. If less than a quorum shall be in attendance at the  
71 time for which a meeting shall have been called, the meeting may  
72 be adjourned from time to time by a majority of the members  
73 present or represented by proxy without notice other than by  
74 announcement at the meeting.

75 2.6 Voting. At any meeting of the members each member  
76 entitled to vote on any matter coming before the meeting shall,  
77 as to such matter, have one vote, in person or by proxy. Every  
78 proxy shall be in writing, dated and signed by the member  
79 entitled to vote or his duly authorized attorney-in-fact.

80           2.7   Inspectors. An appropriate number of inspectors for  
81 any meeting of members may be appointed by the Chairman of such  
82 meeting. Inspectors so appointed will open and close the polls,  
83 will receive and take charge of proxies and ballots, and will  
84 decide all questions as to the qualifications of voters, validity  
85 of proxies and ballots, and the number of votes properly cast.  
86

87  
88                           ARTICLE III.

89                           Directors.

90           3.1   General Powers. The property, affairs and business  
91 of the Corporation shall be managed under the direction of the  
92 Board of Directors, and, except as otherwise expressly provided  
93 by law, the Articles of Incorporation or these By-laws, all of  
94 the powers of the Corporation shall be vested in such Board.

95           3.2   Number of Directors. The number of Directors  
96 constituting the Board of Directors shall be three.

97           3.3   Election and Removal of Directors; Quorum.

98           (a) Directors shall be elected at each annual  
99 meeting of members to succeed those Directors whose terms have  
100 expired and to fill any vacancies then existing.

101           (b) Directors shall hold their offices for terms of  
102 one year and until their successors are elected. Any Director  
103 may be removed from office at a meeting called expressly for that  
104 purpose by the vote of not less than a 66 2/3% majority of the  
members entitled to vote at an election of Directors.

105  
106 (c) Any vacancy occurring in the Board of Directors  
107 may be filled by the affirmative vote of the majority of the  
108 remaining Directors though less than a quorum of the Board, and  
109 the term of office of any Director so elected shall expire at the  
110 next shareholders' meeting at which directors are elected.

111 (d) A majority of the number of Directors prescribed  
112 in these By-laws shall constitute a quorum for the transaction of  
113 business. The act of a majority of Directors present at a  
114 meeting at which a quorum is present shall be the act of the  
115 Board of Directors. Less than a quorum may adjourn any meeting.

116 3.4 Meetings of Directors. An annual meeting of the  
117 Board of Directors shall be held as soon as practicable after the  
118 adjournment of the annual meeting of members at such place as the  
119 Board may designate. Other meetings of the Board of Directors  
120 shall be held at places within or without the State of Maryland  
121 and at times fixed by resolution of the Board, or upon call of  
122 the Chairman of the Board, the Vice-Chairman of the Board, the  
123 President or any majority of the Directors. The Secretary or  
124 officer performing the Secretary's duties shall give not less  
125 than twenty-four hours' notice by letter, telegraph or telephone  
126 (or in person) of all meetings of the Board of Directors,  
127 provided that notice need not be given of the annual meeting or  
128 of regular meetings held at times and places fixed by resolution  
129 of the Board. Meetings may be held at any time without notice if  
130 all of the Directors are present, or if those not present waive  
notice in writing either before or after the meeting. The notice

131 of meetings of the Board need not state the purpose of the  
132 meeting.

133 3.5 Compensation. By resolution of the Board, Directors  
134 may be allowed a fee and expenses for attendance at all meetings,  
135 but nothing herein shall preclude Directors from serving the  
136 Corporation in other capacities and receiving compensation for  
137 such other services.

138

139 ARTICLE IV.

140 Committees.

141 4.1 Executive Committee. The Board of Directors, by  
142 resolution adopted by a majority of the number of Directors fixed  
143 by these By-laws, may elect an Executive Committee which shall  
144 consist of not less than two Directors, including the President.  
145 When the Board of Directors is not in session, the Executive  
146 Committee shall have all power vested in the Board of Directors  
147 by law, by the Articles of Incorporation, or by these By-laws,  
148 provided that the Executive Committee shall not have power to (a)  
149 approve or recommend to members action that the Maryland General  
150 Corporation Laws requires to be approved by members; (b) fill  
151 vacancies on the Board or on any of its committees; (c) amend the  
152 Articles of Incorporation; (d) adopt, amend, or repeal the By-  
153 laws; (e) approve a plan of merger not requiring member approval;  
154 (f) authorize or approve a distribution, except according to a  
155 general formula or method prescribed by the Board of Directors;  
156 or (g) authorize or approve the issuance or sale or contract for



157 sale of shares, or determine the designation and relative rights,  
158 preferences, and limitations of a class or series of shares,  
159 other than within limits specifically prescribed by the Board of  
160 Directors. The Executive Committee shall report at the next  
161 regular or special meeting of the Board of Directors all action  
162 which the Executive Committee may have taken on behalf of the  
163 Board since the last regular or special meeting of the Board of  
164 Directors.

165       4.2 Finance Committee. The Board of Directors, by  
166 resolution adopted by a majority of the number of Directors fixed  
167 by these By-laws, may elect a Finance Committee which shall  
168 consist of not less than two Directors. The Finance Committee  
169 shall consider and report to the Board with respect to plans for  
170 long-range financial requirements. The Committee shall also  
171 consider and report to the Board with respect to such other  
172 matters relating to the financial affairs of the Corporation as  
173 may be requested by the Board or the appropriate officers of the  
174 Corporation. The Committee shall report periodically to the  
175 Board of Directors on all action which it may have taken.

176       4.3 Other Committees. The Board of Directors, by  
177 resolution adopted by a majority of the number of Directors fixed  
178 by these By-laws, may establish such other standing or special  
179 committees of the Board or of the members of the corporation as  
180 it may deem advisable; and the members, terms and authority of  
181 such committees shall be as set forth in the resolutions  
182 establishing the same.

183           4.4 Meetings. Regular and special meetings of any  
184 Committee established pursuant to this Article may be called and  
185 held subject to the same requirements with respect to time, place  
186 and notice as are specified in these By-laws for regular and  
187 special meetings of the Board of Directors.

188           4.5 Quorum and Manner of Acting. A majority of the  
189 members of any Committee serving at the time of any meeting  
190 thereof shall constitute a quorum for the transaction of business  
191 at such meeting. The action of a majority of those members  
192 present at a Committee meeting at which a quorum is present shall  
193 constitute the act of the Committee.

194           4.6 Term of Office. Members of any Committee shall be  
195 elected as above provided and shall hold office until their  
196 successors are elected by the Board of Directors or until such  
197 Committee is dissolved by the Board of Directors.

198           4.7 Resignation and Removal. Any member of a Committee  
199 may resign at any time by giving written notice of his intention  
200 to do so to the President or the Secretary of the Corporation, or  
201 may be removed, with or without cause, at any time by such vote  
202 of the Board of Directors as would suffice for his election.

203           4.8 Vacancies. Any vacancy occurring in a Committee  
204 resulting from any cause whatever may be filled by a majority of  
205 the number of Directors fixed by these By-laws.

206  
207                           ARTICLE V.

208                           Officers.

209           5.1   Election of Officers; Terms.   The officers of the  
210 Corporation shall consist of a President, a Secretary and a  
211 Treasurer. Other officers, including a Chairman or Executive  
212 Director of the Board, one or more Vice-Presidents (whose  
213 seniority and titles, including Executive Vice-Presidents and  
214 Senior Vice-Presidents, may be specified by the Board of  
215 Directors), and assistant and subordinate officers, may from time  
216 to time be elected by the Board of Directors. All officers shall  
217 hold office until the next annual meeting of the Board of  
218 Directors and until their successors are elected. The President  
219 shall be chosen from among the Directors. Any two officers may  
220 be combined in the same person as the Board of Directors may  
221 determine.

222           5.2   Removal of Officers; Vacancies.   Any officer of the  
223 Corporation may be removed summarily with or without cause, at  
224 any time, by the Board of Directors. Vacancies may be filled by  
225 the Board of Directors.

226           5.3   Duties.   The officers of the Corporation shall have  
227 such duties as generally pertain to their offices, respectively,  
228 as well as such powers and duties as are prescribed by law or are  
229 hereinafter provided or as from time to time shall be conferred  
230 by the Board of Directors. The Board of Directors may require  
231 any officer to give such bond for the faithful performance of his  
232 duties as the Board may see fit.

233           5.4   Duties of the President.   The President shall be the  
234 chief executive officer of the Corporation and shall be primarily

235 responsible for the implementation of policies of the Board of  
236 Directors. He shall have authority over the general management  
237 and direction of the business and operations of the Corporation  
238 and its divisions, if any, subject only to the ultimate authority  
239 of the Board of Directors. He shall be a Director, and, except  
240 as otherwise provided in these By-laws or in the resolutions  
241 establishing such committees, he shall be ex officio a member of  
242 all Committees of the Board. In the absence of the Chairman and  
243 the Vice-Chairman of the Board, or if there are no such officers,  
244 the President shall preside at all corporate meetings. He may  
245 sign and execute in the name of the Corporation share  
246 certificates, deeds, mortgages, bonds, contracts or other  
247 instruments except in cases where the signing and the execution  
248 thereof shall be expressly delegated by the Board of Directors or  
249 by these By-laws to some other officer or agent of the  
250 Corporation or shall be required by law otherwise to be signed or  
251 executed. In addition, he shall perform all duties incident to  
252 the office of the President and such other duties as from time to  
253 time may be assigned to him by the Board of Directors.

254 5.5 Duties of the Vice-Presidents. Each Vice-President,  
255 if any, shall have such powers and duties as may from time to  
256 time be assigned to him by the President or the Board of  
257 Directors. Any Vice-President may sign and execute in the name  
258 of the Corporation deeds, mortgages, bonds, contracts or other  
259 instruments authorized by the Board of Directors, except where  
260 the signing and execution of such documents shall be expressly

261 delegated by the Board of Directors or the President to some  
262 other officer or agent of the Corporation or shall be required by  
263 law or otherwise to be signed or executed.

264       5.6 Duties of the Treasurer. The Treasurer shall have  
265 charge of and be responsible for all funds, securities, receipts  
266 and disbursements of the Corporation, and shall deposit all  
267 monies and securities of the Corporation in such banks and  
268 depositories as shall be designated by the Board of Directors.  
269 He shall be responsible (a) for maintaining adequate financial  
270 accounts and records in accordance with generally accepted  
271 accounting practices; (b) for the preparation of appropriate  
272 operating budgets and financial statements; (c) for the  
273 preparation and filing of all tax returns required by law; and  
274 (d) for the performance of all duties incident to the office of  
275 Treasurer and such other duties as from time to time may be  
276 assigned to him by the Board of Directors, the Finance Committee  
277 or the President. The Treasurer may sign and execute in the name  
278 of the Corporation share certificates, deeds, mortgages, bonds,  
279 contracts or other instruments, except in cases where the signing  
280 and the execution thereof shall be expressly delegated by the  
281 Board of Directors or by these By-laws to some other officer or  
282 agent of the Corporation or shall be required by law or otherwise  
283 to be signed or executed.

284       5.7 Duties of the Secretary. The Secretary shall act as  
285 secretary of all meetings of the Board of Directors and  
286 shareholders of the Corporation. When requested, he shall also

287 act as secretary of the meetings of the committees of the Board.  
288 He shall keep and preserve the minutes of all such meetings in  
289 permanent books. He shall see that all notices required to be  
290 given by the Corporation are duly given and served; shall have  
291 custody of the seal of the Corporation and shall affix the seal  
292 or cause it to be affixed to all documents the execution of which  
293 on behalf of the Corporation under its corporate seal is duly  
294 authorized in accordance with law or the provisions of these By-  
295 laws; shall have custody of all deeds, leases, contracts and  
296 other important corporate documents; shall have charge of the  
297 books, records and papers of the Corporation relating to its  
298 organization and management as a Corporation; shall see that all  
299 reports, statements and other documents required by law (except  
300 tax returns) are properly filed; and shall in general perform all  
301 the duties incident to the office of Secretary and such other  
302 duties as from time to time may be assigned to him by the Board  
303 of Directors or the President.

304       5.8 Compensation. The Board of Directors shall have  
305 authority to fix the compensation of all officers of the  
306 Corporation.

307  
308                   ARTICLE VI.

309                   Miscellaneous Provisions.

310       6.1 Seal. The seal of the Corporation shall consist of a  
311 flat-faced circular die, of which there may be any number of

312 counterparts, on which there shall be engraved the word "Seal"  
313 and the name of the Corporation.

314 6.2 Fiscal Year. The fiscal year of the Corporation shall  
315 end on such date and shall consist of such accounting periods as  
316 may be fixed by the Board of Directors.

317 6.3 Checks, Notes and Drafts. Checks, notes, drafts and  
318 other orders for the payment of money shall be signed by such  
319 persons as the Board of Directors from time to time may  
320 authorize. When the Board of Directors so authorizes, however,  
321 the signature of any such person may be a facsimile.

322 6.4 Amendment of By-laws. Unless proscribed by the  
323 Articles of Incorporation, these By-laws may be amended or  
324 altered at any meeting of the Board of Directors by affirmative  
325 vote of a majority of the number of Directors fixed by these By-  
326 laws. The members entitled to vote in respect of the election of  
327 Directors, however, shall have the power to rescind, amend, alter  
328 or repeal any By-laws and to enact By-laws which, if expressly so  
329 provided, may not be amended, altered or repealed by the Board of  
330 Directors.

331 6.5 Voting of Shares or Memberships Held. Unless  
332 otherwise provided by resolution of the Board of Directors or of  
333 the Executive Committee, if any, the President may from time to  
334 time appoint an attorney or attorneys or agent or agents of the  
335 Corporation, in the name and on behalf of the Corporation, to  
336 cast the vote which the Corporation may be entitled to cast as a  
337 shareholder, member or otherwise in any other corporation, any of

338 whose securities or memberships may be held by the Corporation,  
339 at meetings of the members or holders of the shares or other  
340 securities of such other corporation, or to consent in writing to  
341 any action by any such other corporation; and the President shall  
342 instruct the person or persons so appointed as to the manner of  
343 casting such votes or giving such consent and may execute or  
344 cause to be executed on behalf of the Corporation, and under its  
345 corporate seal or otherwise, such written proxies, consents,  
346 waivers or other instruments as may be necessary or proper in the  
347 premises. In lieu of such appointment the President may himself  
348 attend any meetings of the holders of shares or other securities  
349 of any such other corporation and there vote or exercise any or  
350 all power of the Corporation as the holder of such shares or  
351 other securities of such other corporation or as a member of such  
352 other corporation. ...

353  
354 Adopted \_\_\_\_\_, 1990

355 \_\_\_\_\_  
356 Secretary  
357  
358  
359  
360



Kashmiri American Council, Inc.  
733 Fifteenth Street N.W., Suite 1100  
Washington, D.C. 20005  
EIN 52-1669147

July 31, 1991

Attachment to Form 1023

I certify that the attached copy of "By-Laws of Kashmiri American Council, Inc." and the accompanying acknowledgment of the Maryland State Department of Assessments and Taxation are true, correct and complete copies.

Kashmiri American Council, Inc.

By   
\_\_\_\_\_  
Dr. Ghulam Nabi Fai,  
Executive Director

Kashmiri American Council, Inc.  
733 Fifteenth Street N.W., Suite 1100  
Washington, D.C. 20005  
EIN 52-1669147

July 31, 1991

Attachment to Form 1023

I certify that the attached copy of the "Lease for the Woodward Building, 15th & H Streets N.W., Washington, D.C." for Kashmiri American Council, Inc., is a true, correct and complete copy.

Kashmiri American Council, Inc.

By   
\_\_\_\_\_  
Dr. Ghulam Nabi Fai,  
Executive Director

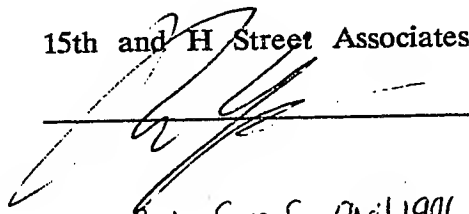

### APRIL 1991 ADDENDUM

This Addendum modifies the lease dated April 18, 1990 (as amended by the May 1990 Addendum) between 15th & H Street Associates ("Landlord") and Syed Ghulam Nabi Fai, Ph. D. ("Tenant").

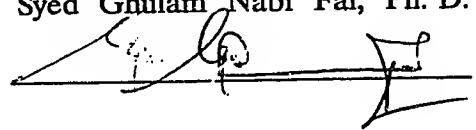
- 1) There will be a concession of \$ 925.00 applied to the April 1992 rent.
- 2) The term of the lease will be extended to May 1, 1992. The demised premises remains suites 1107 & 1108. Except for April 1992, the basic rent remains at \$1,825 per month exclusive of phone and line charges as per attached each month hereafter.

Except as expressly modified by this Addendum, the Lease (as amended by the M 1990 Addendum) is in full force and effect. This Addendum has been executed this day of April, 1991.

15th and H Street Associates

  
1107 is Cmt for April 1991 

Syed Ghulam Nabi Fai, Ph. D.



15TH STREET EXECUTIVE SUITES  
733 FIFTEENTH STREET., N.W.  
SUITE 700  
WASHINGTON, D.C. 20005

INVOICE

April 22, 1991

Mr. Syed Ghulam Nabi Fai, Phd.  
Kashmiri American League  
Suite 1100  
733 15th Street, N. W.  
Washington, D.C. 20005

Suite 1107-1108

May 1991 Rent	\$ 1,825.00
2 Lines	29.00
4 Phones with Intercoms	46.00

---

Total

\$ 1,900.00

Please pay on or before May 1, 1991. Thank You!

Please make checks payable to "15th & H Street Associates"

U  
0. C

900.00 +  
900.00 +  
200.00 +  
52.00 +  
52.00 +  
110.00 +  
100.00 +  
100.00 +  
2,414.00 \*

15TH STREET EXECUTIVE SUITES  
733 15TH STREET, N. W.  
SUITE 700  
WASHINGTON, D. C. 20005

Cash Summary Form

c Month's Rent : 400.  
Last Month's Rent : 400.  
Security Payment : \$ 200.00  
1st Month's Tel. Charge : 52.00  
Last Month's Tel. Charge : 52.00  
Taking Deposit to C & P : \$ ~~10.00~~ handling charge, if req.  
Phone Set Up Charge : 110.00 \$55.00 phone or  
Furniture - 1st month 100.00 hour; lesser of.  
2nd month 100.00

TOTAL: \* \$ 2,414.00

Waste card  
Name Plate

10  
24

2,453  
107.23  
2,860.23

Check no 96  
4/18/90

C&P Deposit for new line: \$ 50.00 Payable to "C & P"

\* 1

12 x 1052 =  
31

PAY TO THE ORDER OF 15th & H St. Associates \$ 2860.23

Two thousand eight hundred sixty dollars and 23/100 DOLLARS

CITICORP CITIBANK  
Citicorp Savings of Washington, D.C., F.A.  
P.O. Box 18607  
Washington, DC 20036-0967

MEMO Rent to office

⑆254070116⑆ ⑈6650 3361⑈ 0096

Office #: \_\_\_\_\_

Client Information List

Client Name: Syed Fāi  
Company Name: Kashmiri American Council

Telephone:

Telephone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Person's Name Under Bill: \_\_\_\_\_

Current Business Phone #: \_\_\_\_\_

How Long Has Line Been Established: \_\_\_\_\_

# Of Lines: 2 Roll-over: YES

Sets: \_\_\_\_\_ Call-waiting: NO

ICMS: \_\_\_\_\_ Call-forwarding: \_\_\_\_\_

Long Distance Service: Add

Home Phone: (703) 527-5081

Home Address: 2113 - E. Monroe Street, Apt. 14 22207

How do you want phone answered: Kashmiri American Council

add Listēn  
Syed Fāi

3 way ☒

Yellow Pages: ASX

SS#: \_\_\_\_\_

C & P Telephone No: 346-6100  
Telecom Specialists: 1-800-338-1706

Deposit: \$50.00 per line  
Deposit: \$55.00 per line

C & P Order #: N 776307 Telecom Order #: \_\_\_\_\_

Date of C&P Inst: April 23rd 9-1 Date of Telecom Inst. \_\_\_\_\_

Phone #: 628-6788

Person Spoke With: Mr. Sade

Office #: \_\_\_\_\_

6603  
25  
91.00

month - 16.82  
per fee  
4 21  
3813

Fax Plug.

FURNITURE RENTAL FORM

This furniture rental agreement between 15th Street Executive Suites (Lessor) and Syed Fai (Lessee) dated this 18<sup>th</sup> day of April, 1989.

Now therefore, parties agree as follows:

- 1) The furniture to leased shall be the following:  
2 - cheaper desks 5'  
2 - cheap desk chairs  
2 - office sitting chairs
- 2) The furniture will be provided without leasing charge for a period ending on \_\_\_\_\_ 1989.
- 3) Commencing on April 18 1989, Lessee will be charged 100 dollars for each period of one week/month ( or portion there of). Said fee shall be due and payable on the first day of each said week/month. Should Lessee not pay the charges when due Lessor has the right to remove furniture there upon and Lessee waives any requirements for notice, presentment, or demand.
- 4) It is understood that Lessor has furniture for the convenience of tenants of 15th Street Executive Suites and Lessor has right to remove any of the above listed furniture on twenty four hour notice given to Lessee's office in the building.

15th Street Executive Suites

By: \_\_\_\_\_

Syed Fai

Lessee

# ADDITIONAL MOVE IN REQUESTS FORM

Lobby Directory:

8 4 2 - 5 1 0 0

Name 1:

Kashmiri American Council

Name 2:

Fai, Ghulam

Master Suite No. :

1100 (" 700 " or " 1100 ")

Keys:

8 4 2 - 5 1 0 0

Suite Number:

1108

Number needed:

2 
 door  
 ← suite  
 → men's & Ladies

Date Ordered:

Kastle Cards:

5 2 4 - 7 9 1 1

Name 1:

Ghulam Fai

Name 2:

Name 3:

Name 4:

Name 5:

Name 6:

Charge (@ \$10 ea.):

Date Ordered:

Name Plate:

Fax Order Form to 8 9 9 - 8 6 5 6

Name 1:

Ghulam Nabi Fai, PR.D

Name 2:

Charge (@ \$29 ea.):

29

Date Ordered:

*[Handwritten signature]*



41  
No Public Records  
4 Trades A-1-DWEL

TENANT CREDIT APPLICATION

Name of Tenant: Syed GHULAM NABI FAI  
Name of Principals: <sup>Is la</sup> Kashmiri American Council  
Type of Business: non-profit org.  
Current Address: 2113 E Monroe<sup>St</sup>, Arlington, VA - 22207  
Telephone: (703) 527-5081 Landlord: \_\_\_\_\_  
Lease Exp. Date: April 1991 Length of Time There: one week  
Previous Address: 961 va "bayview Drive # B Time There: 2 years  
Plainfield, IN - 46168  
Principals' Home Address: \_\_\_\_\_ Tel. #: \_\_\_\_\_  
BANK REFERENCES: Bank one, Plainfield, IN Account No: 902-266-5  
\_\_\_\_\_ Account No: \_\_\_\_\_  
IF CORPORATION: Registered Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Tel. No: \_\_\_\_\_ Tax I. D. # \_\_\_\_\_  
CREDIT REFERENCES: American Express 3728 475400 21007  
Master Card 5426177901477836  
Visa card 4829 0089 7150 2266  
PERSONAL REFERENCE: Dr. Qadri 217 Farmgate Lane.  
S.S. MD-

OTHER INFORMATION: List on back all corporations of which principals have been an officer in the last five years, including tax ID nos. Also state if any such corporation has judgments against it.

.....  
The undersigned hereby certifies that the above information is correct and that any rental agreement entered into is premised upon the accuracy of this information. The undersigned permits the Landlord to obtain credit information.

Sy Ghulam Nabi Fai  
Name Title \_\_\_\_\_  
Social Security No. 182-64-5886

# LEASE

for

THE WOODWARD BUILDING

15th & H Streets, N.W.

Washington, D.C.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between 15TH & H STREET ASSOCIATES

(hereinafter called "Landlord") and Syed Ghulam Nabi Fai, Ph.D.

## WITNESSETH:

(hereinafter called "Tenant").

1. That the Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved, has leased, and does hereby lease, unto said Tenant the space described as follows:

PREMISES Suite 1108 in suite 1100

*1 amendment to be put in words*

located within the Woodward Building, Lot 22, Square 222 in the District of Columbia, for the term of 1 year

day of May, 1990, and ending on the 31st day of April, 1991, both dates inclusive, the said Tenant yielding and paying as rent for said term

the sum of nine thousand nine hundred (April 1991 is free) Dollars (\$ 9,900)

RENT without deduction or demand, payable in advance in equal monthly installments of nine hundred Dollars (\$ 900)

(hereinafter referred to as the basic monthly rental) the first installment payable on the execution of this agreement and the remaining installments payable in advance on the first day of each and every month during the said term at Suite 700. The Woodward Building, Washington, D.C., or at such other place as the Landlord may hereafter designate in writing. Rent checks are to be made payable to Landlord or such other person, firm, or corporation as the Landlord may designate in writing. All special partitioning or other special charges shall be payable as so much additional rental and in the same manner thereas.

The basic monthly rental shall be adjusted for each lease year of the term hereof, including any extensions subsequent to lease termination date by any change in the Index now known as "United States Bureau of Labor Statistics Consumer Price Index, for Urban Wage Earners and Clerical Workers," all items for Washington, D.C. SMSA (1967-100) (hereinafter referred to as the "Index") provided however, that the amount payable by Tenant under this lease as rental, shall not be less than the monthly rental of the preceding lease year. Such adjustment shall be accomplished by multiplying the aforementioned basic monthly rental by a fraction, the numerator of which shall be the most recently published monthly Index preceding the first day of the lease year for which such annual adjustment is to be made, and the denominator of which fraction shall be the corresponding monthly Index preceding the commencement date of the term of this lease. If such Index shall be discontinued with no successor or comparable successor Index, the parties shall attempt to agree upon a substitute formula, but if the parties are unable to agree upon a substitute formula, then the matter shall be determined by arbitration in accordance with the rules of the American Arbitration Association then prevailing.

~~Tenant hereby agrees to pay his pro rata share of any increase in real estate taxes over and above the amount of real estate taxes in effect at the time of the signing of this lease), whether the said increase is a result of an increase in the tax rate, or a new tax and/or reassessment of the property or for any other reason. The Tenant's share shall be calculated by multiplying the increase by a fraction, the denominator of which shall be 145,197 (rentable square feet in building) and the numerator of which shall be (the amount of increase in rentable square feet in Tenant's space), or \_\_\_\_\_. This increase shall be paid to Landlord as additional rental in twelve (12) equal monthly installments, beginning with the month that the increase becomes effective. In no event shall the amount payable by Tenant under this lease be less than the rental for the month that the increase becomes effective. It is understood that any pro rata percentage increase in rental to cover increased real estate taxes as set forth above shall be deemed to be rent only, and that the relationship between the parties is that of Landlord and Tenant, and not of joint interest, and is not a relationship in the nature of a partnership.~~

In the absence of written notice by Landlord or Tenant to the other, not less than 60 days prior to expiration of the term of this lease, including any extensions thereof pursuant to this paragraph, this lease shall be automatically extended for successive additional periods of one (1) year each; provided, however, Landlord or Tenant may terminate any such extensions by written notice given to the other not less than 60 days before the date of proposed termination, which shall be a rental due date.

2. The Tenant does hereby take and hold said demised premises at the rent hereinabove reserved and payable as aforesaid and upon and subject to the terms and conditions herein contained.

USE OF PREMISES 3. The Tenant shall use and occupy the demised premises for office use and for no other purpose whatsoever without the prior written consent of Landlord.

4. The Tenant agrees that he will keep the demised premises and the fixtures therein in good order and condition and will, at the expiration or other termination of the term hereof surrender and deliver up the same in like good order and condition as the same now is or shall be at the commencement of the term hereof, ordinary wear and tear, damage by fire, storm or other unavoidable casualty excepted. Tenant shall however be liable for damage by fire or any other cause to the demised premises resulting from Tenant's gross negligence or willful misconduct.

SUBLETTING AND ASSIGNMENT 5. The Tenant will not sublet the demised premises or any part thereof or transfer possession or occupancy thereof to any person, firm or corporation or transfer or assign this lease without the prior written consent of the Landlord, nor shall any subletting or assignment hereof be effected by operation of law or otherwise than by the prior written consent of the Landlord.

*RV*

WITNESSETH:

(hereinafter called "Tenant").

1. That the Landlord for and in consideration of the covenants and agreements hereinafter set forth and the rent hereinafter specifically reserved, has leased, and does hereby lease, unto said Tenant the space described as follows:

PREMISES Suite 1108 in suite 1100

*1 amendment to be put in words*

located within the Woodward Building, Lot 22, Square 222 in the District of Columbia, for the term of 1 year (or until such term shall sooner cease and expire as hereinafter provided) commencing on the 1st day of May, 1990, and ending on the 31st day of April, 1991, both dates inclusive, the said Tenant yielding and paying as rent for said term the sum of nine thousand nine hundred (April 1991 is free) Dollars (\$ -9,900-)

RENT without deduction or demand, payable in advance in equal monthly installments of nine hundred Dollars (\$ -900-).

(hereinafter referred to as the basic monthly rental) the first installment payable on the execution of this agreement and the remaining installments payable in advance on the first day of each and every month during the said term at Suite 700. The Woodward Building, Washington, D.C., or at such other place as the Landlord may hereafter designate in writing. Rent checks are to be made payable to Landlord or such other person, firm, or corporation as the Landlord may designate in writing. All special partitioning or other special charges shall be payable as so much additional rental and in the same manner thereas.

The basic monthly rental shall be adjusted for each lease year of the term hereof, including any extensions subsequent to lease termination date by any change in the Index now known as "United States Bureau of Labor Statistics Consumer Price Index, for Urban Wage Earners and Clerical Workers," all items for Washington, D.C. SMSA (1967=100) (hereinafter referred to as the "Index") provided however, that the amount payable by Tenant under this lease as rental, shall not be less than the monthly rental of the preceding lease year. Such adjustment shall be accomplished by multiplying the aforementioned basic monthly rental by a fraction, the numerator of which shall be the most recently published monthly Index preceding the first day of the lease year for which such annual adjustment is to be made, and the denominator of which fraction shall be ~~the corresponding monthly Index preceding the commencement date of the term of this lease~~ the corresponding monthly Index preceding the commencement date of the term of this lease. If such Index shall be discontinued with no successor or comparable successor Index, the parties shall attempt to agree upon a substitute formula, but if the parties are unable to agree upon a substitute formula, then the matter shall be determined by arbitration in accordance with the rules of the American Arbitration Association then prevailing.

~~Tenant hereby agrees to pay his pro rata share of any increase in real estate taxes over and above the amount of real estate taxes in effect at the time of the signing of this lease, whether the said increase is a result of an increase in the tax rate, or a new tax and/or reassessment of the property or for any other reason. The Tenant's share shall be calculated by multiplying the increase by a fraction, the denominator of which shall be 145,197 (rentable square feet in building) and the numerator of which shall be (square feet in Tenant's space), or         %. This increase shall be paid to Landlord as additional rental in twelve (12) equal monthly installments, beginning with the month that the increase becomes effective. In no event shall the amount payable by Tenant under this lease be less than the rental for the month that the increase becomes effective. In no event shall the amount payable by Tenant under this lease be less than the rental for the previous year. It is understood that any pro rata percentage increase in rental to cover increased real estate taxes as set forth above shall be deemed to be rent only, and that the relationship between the parties is that of Landlord and Tenant, and not of joint venturers, and is not a relationship in the nature of a partnership.~~

In the absence of written notice by Landlord or Tenant to the other, not less than 60 days prior to expiration of the term of this lease, including any extensions thereof pursuant to this paragraph, this lease shall be automatically extended for successive additional periods of one (1) year each; provided, however, Landlord or Tenant may terminate any such extensions by written notice given to the other not less than 60 days before the date of proposed termination, which shall be a rental due date.

2. The Tenant does hereby take and hold said demised premises at the rent hereinabove reserved and payable as aforesaid and upon and subject to the terms and conditions herein contained.

3. The Tenant shall use and occupy the demised premises for office use and for no other purpose whatsoever without the prior written consent of Landlord.

USE OF PREMISES

4. The Tenant agrees that he will keep the demised premises and the fixtures therein in good order and condition and will, at the expiration or other termination of the term hereof surrender and deliver up the same in like good order and condition as the same now is or shall be at the commencement of the term hereof, ordinary wear and tear, damage by fire, storm or other unavoidable casualty excepted. Tenant shall however be liable for damage by fire or any other cause to the demised premises resulting from Tenant's gross negligence or willful misconduct.

SUBLETTING AND ASSIGNMENT

5. The Tenant will not sublet the demised premises or any part thereof or transfer possession or occupancy thereof to any person, firm or corporation or transfer or assign this lease without the prior written consent of the Landlord, nor shall any subletting or assignment hereof be effected by operation of law or otherwise than by the prior written consent of the Landlord.

*RJ*

Landlord's Initials

\* April 1990 Rent is free

\* April 1990 Rent is prorated @ 467.23

*[Signature]*

Tenant's Initials

bring or keep anything therein which shall in any way increase the rate of fire or other insurance in said building, or on the property kept therein, or obstruct, or interfere with the rights of other tenants, or in any way injure or annoy them, or those having business with them, or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authority. If any increase in the fire insurance rate is determined by the Insurance Rating Bureau of the District of Columbia to be due to activity or equipment in the demised premises, such statement shall be deemed conclusive evidence that such increase in rate is due to such activity or equipment, and the Tenant shall be liable for such increase and shall pay Landlord therefor as so much additional rent.

**ALTERATIONS** 7. Tenant will not make any alterations, installations, changes, replacements, additions, or improvements (structural or otherwise) in or to the demised premises or any part thereof, without the prior written consent of the Landlord. All alterations, installations, (including, but not by the way of limitation, carpeting or shelving), changes, replacements, additions in or improvements to the demised premises, (whether with or without the Landlord's consent and without regard to whether installed at the cost of the Tenant or Landlord) shall at the election of the Landlord remain upon the demised premises and be surrendered with the demised premises at the termination of this lease without disturbance, molestation or injury. Should the Landlord elect that alterations, installations, changes, additions to or improvements made by Tenant upon the demised premises be removed upon termination of this lease and expense and should Tenant fail to remove the same, then and in such event the Landlord may cause same to be removed at the Tenant's sole cost and the Tenant hereby agrees to reimburse the Landlord for the cost of such removal together with any and all damages which the Landlord may suffer and sustain by reason of the failure of the Tenant to remove same.

**TENANT'S AGREEMENT** 8. Tenant further agrees that no sign, advertisement or notice shall be inscribed, painted, or affixed on any part of the outside or inside of the demised premises or building, except on the directories and doors of offices and then only in such size, color, and style as the Landlord shall approve; and that all lettering on office doors shall be at the Tenant's expense; that the Landlord may have the right to prohibit any advertisement of any Tenant which in the Landlord's opinion tends to impair the reputation of the building or its desirability as a building for offices of professionals, associations or other institutions and business of like nature, and upon written notice from the Landlord, Tenant shall refrain from and discontinue such advertisement; that the Landlord shall have the right to prescribe the weight and method of installation and position of safes or other heavy fixtures or equipment and Tenant will not install in the premises any fixtures, equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry; that all damage done to the building by taking in or removing a safe or any other article of Tenant's office equipment, or due to its being in the premises, shall be repaired at the expense of the Tenant. No freight, furniture, or other bulky matter of any description will be received into the building or carried in the elevators, except as provided by the Landlord. All moving of furniture, material and equipment shall be under the direct control and supervision of the Landlord, who shall however, not be responsible for any damage to or charges for moving same. Tenant agrees promptly to remove from the public area adjacent to said building any of Tenant's merchandise there delivered or deposited. Landlord, at his option, on 30 day written notice, may terminate Tenant's occupancy of the demised premises and move Tenant to comparable or better space elsewhere in the Woodward Building or in the Southern Building provided that the moving expense of Tenant shall be at Landlord's sole cost and expense. In this event the current lease shall remain in full force and effect for such new space, save only for the substitution of the new space for that previously leased by the Tenant herein.

**ELECTRICAL EQUIPMENT** 9. The Tenant will not install or operate in the premises any electrically operated equipment or other machinery, other than typewriters, adding machines and such other electrically operated office machinery and equipment normally used in modern offices, without first obtaining the prior written consent of the Landlord, who may condition such consent upon the payment by the Tenant of additional rent as compensation for such excess consumption of water and/or electricity as may be occasioned by the operation of said equipment or machinery; nor shall the Tenant install any other equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to or require the use of the water system, plumbing system, heating system, air conditioning system or the electrical system of the demised premises without the prior written consent of the Landlord.

**ACCESS** 10. Tenant further agrees that it will allow the Landlord, its agent or employees, to enter the demised premises at all reasonable times to examine, inspect or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs as the Landlord may deem necessary; or to exhibit the same to prospective tenants during the last three (3) months of the term of this lease.

**ILLEGAL USE** 11. The Tenant will not use or permit the demised premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified; and will not manufacture any commodity therein, without the prior written consent of the Landlord.

**RULES AND REGULATIONS** 12. The Tenant covenants that the following rules and regulations and such other and further rules and regulations as the Landlord may make and which in the Landlord's judgment are needed for the general well being, safety, care and cleanliness of the demised premises and the building of which they are a part together with their appurtenances, shall be faithfully kept, observed and performed by the Tenant, and by his agents, servants, employees, and guests unless waived in writing by the Landlord.

a. The sidewalks, entries, passages, elevators, public corridors, and staircases and other parts of the building which are not occupied by the Tenant shall not be obstructed or used for any other purpose than ingress or egress.

b. The Tenant shall not install or permit the installation of any awnings, shades, and the like other than those approved by the Landlord in writing.

c. No additional locks shall be placed upon any doors of the demised premises; and the doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress.

d. The Tenant shall not construct, maintain, use or operate within said demised premises or elsewhere in the building of which the demised premises form a part or on the outside of the building, any equipment or machinery which produces music, sound, or noise which is audible beyond the demised premises.

e. Electric and telephone floor distribution boxes must remain accessible at all times.

f. Canvassing, soliciting and peddling in the building is prohibited and each tenant shall cooperate to prevent the same.

g. No bicycles, vehicles, or animals shall be brought into or kept in or about the demised premises of the building.

**DAMAGE** 13. All injury to the demised premises or the building of which they are a part, caused by moving the property of Tenant into, in or out of, the said building and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by the Tenant, at the expense of the Tenant. In the event that the Tenant shall fail to do so, then the Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any charge or cost so incurred by the Landlord shall be paid by the Tenant with the right on the part of the Landlord to elect in its discretion to regard the same as additional rent payable with the installment of rent next becoming due or thereafter falling due under the terms of this lease. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have in said circumstances.

**PERSONAL PROPERTY** 14. All personal property of the Tenant in the demised premises or in the building of which the demised premises is a part shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage to property of Tenant resulting from the use or operation of elevators or of the heating, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property. Landlord shall not be liable in damages, nor shall this lease be affected, for conditions arising or resulting, and which may affect the building of which the demised premises is a part, due to construction on contiguous premises.

**LIABILITY** 15. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the demised premises. The Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the demised premises which are caused by the conduct and operation of said business or by value of equipment or property of the Tenant in said premises. The Tenant agrees to hold the Landlord harmless against all such claims.

**SERVICES** 16. The Landlord shall furnish reasonably adequate electric current, water, lavatory supplies, and automatically operated elevator service during normal business hours, and normal and usual cleaning and char service after business hours without additional cost to the Tenant; the Landlord further agrees to furnish heat and air conditioning.

which the Landlord may suffer and sustain by reason of the failure of the Tenant to remove same. The Tenant shall be removed at the expense of such removal together with any and all damages to the demised premises.

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**ACCESS** 10. Tenant further agrees that it will allow the Landlord, its agent or employees, to enter the demised premises at all reasonable times to examine, inspect or to protect the same or prevent damage or injury to the same, or to make such alterations and repairs as the Landlord may deem necessary; or to exhibit the same to prospective tenants during the last three (3) months of the term of this lease.

**ILLEGAL USE** 11. The Tenant will not use or permit the demised premises or any part thereof to be used for any disorderly, unlawful or extra hazardous purpose nor for any other purpose than hereinbefore specified; and will not manufacture any commodity therein, without the prior written consent of the Landlord.

**RULES AND REGULATIONS** 12. The Tenant covenants that the following rules and regulations and such other and further rules and regulations as the Landlord may make and which in the Landlord's judgment are needed for the general well being, safety, care and cleanliness of the demised premises and the building of which they are a part together with their appurtenances, shall be faithfully kept, observed and performed by the Tenant, and by his agents, servants, employees, and guests unless waived in writing by the Landlord.

- a. The sidewalks, entries, passages, elevators, public corridors, and stair-cases and other parts of the building which are not occupied by the Tenant shall not be obstructed or used for any other purpose than ingress or egress.
- b. The Tenant shall not install or permit the installation of any awnings, shades, and the like other than those approved by the Landlord in writing.
- c. No additional locks shall be placed upon any doors of the demised premises; and the doors leading to the corridors or main halls shall be kept closed during business hours except as they may be used for ingress or egress.
- d. The Tenant shall not construct, maintain, use or operate within said demised premises or elsewhere in the building of which the demised premises form a part or on the outside of the building, any equipment or machinery which produces music, sound, or noise which is audible beyond the demised premises.
- e. Electric and telephone floor distribution boxes must remain accessible at all times.
- f. Canvassing, soliciting and peddling in the building is prohibited and each tenant shall cooperate to prevent the same.
- g. No bicycles, vehicles, or animals shall be brought into or kept in or about the demised premises of the building.

**DAMAGE** 13. All injury to the demised premises or the building of which they are a part, caused by moving the property of Tenant into, in or out of, the said building and all breakage done by Tenant, or the agents, servants, employees and visitors of Tenant, shall be repaired by the Tenant, at the expense of the Tenant. In the event that the Tenant shall fail to do so, then the Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any charge or cost so incurred by the Landlord shall be paid by the Tenant with the right on the part of the Landlord to elect in its discretion to regard the same as additional rent payable with the installment of rent next becoming due or thereafter falling due under the terms of this lease. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have in said circumstances.

**PERSONAL PROPERTY** 14. All personal property of the Tenant in the demised premises or in the building of which the demised premises is a part shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident to or damage to property of Tenant resulting from the use or operation of elevators or of the heating, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property. Landlord shall not be liable in damages, nor shall this lease be affected, for conditions arising or resulting, and which may affect the building of which the demised premises is a part, due to construction on contiguous premises.

**LIABILITY** 15. The Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the demised premises. The Landlord shall not be liable for any accident to or injury to any person or persons or property in or about the demised premises which are caused by the conduct and operation of said business or by virtue of equipment or property of the Tenant in said premises. The Tenant agrees to hold the Landlord harmless against all such claims.

**SERVICES** 16. The Landlord shall furnish reasonably adequate electric current, water, lavatory supplies, and automatically operated elevator service during normal business hours, and normal and usual cleaning and car service after business hours without additional cost to the Tenant; the Landlord further agrees to furnish heat and air conditioning during the appropriate seasons of the year,

Landlord's Initials

Tenant's Initials



6:00 P.M.

between the hours of 8:00 A.M. and 7:00 P.M. on Monday through Friday and from 8:00 A.M. to 1:00 P.M. on Saturday (exclusive of Holidays); provided however, that the Landlord shall not be liable for failure to furnish, or for suspension or delays in furnishing, any of such services caused by breakdown, maintenance or repair work or strike, riot, civil commotion, or any cause or reason whatever beyond the control of the Landlord. In the event that the demised premises shall have windows or openings in the east wall of said Woodward Building, it is specifically understood that the closing of said windows or openings by the erection of structure or structures upon the land adjoining said east wall, and the interference to light or air occasioned thereby shall not relieve Tenant of any of the covenants of this lease or be cause for any abatement or adjustment of rent.

**BANKRUPTCY** 17. If the Tenant shall make an assignment of its assets for the benefit of creditors, or if the Tenant shall file a voluntary petition in bankruptcy, or if an involuntary petition of bankruptcy or for receivership be instituted against the Tenant and the same be not dismissed within thirty (30) days of the filing thereof, or if the Tenant be adjudged bankrupt, then and in any of said events this lease shall immediately cease and terminate at the option of the Landlord with the same force and effect as though the date of said event was the day herein fixed for expiration of the term of this lease.

**DEFAULTS & REMEDIES** 18. It is agreed that if the Tenant shall fail to pay the rent, or any installments thereof as aforesaid at the time the same shall become due and payable and/or any additional rent as herein provided although no demand shall have been made for the same; or if the Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions, and agreements herein contained on the part of the Tenant to be kept and performed or if the demised premises shall become vacant or deserted, then and in each and every such event from thenceforth, and at all times thereafter, at the option of the Landlord, the Tenant's right of possession shall thereupon cease and determine, and the Landlord shall be entitled to the possession of the demised premises and to re-enter the same without demand of rent or demand of possession of said premises and may forthwith proceed to recover possession of the demised premises by process of law, any notice to quit, or of intention to re-enter the same, being hereby expressly waived by the Tenant. And, in the event of such entry by process of law or otherwise, the Tenant nevertheless agrees to remain answerable for any and all damage, deficiency or loss of rent which the Landlord may sustain by such re-entry; and any costs or expenses incident thereto, including attorney's fees; and in such cases, the Landlord reserves full power, which is hereby acceded to by the Tenant, to relet the said premises for the benefit of the Tenant in liquidation and discharge, in whole or in part, as the case may be, of the liability of the Tenant under the terms and provisions of this lease. And it is further provided, that if, under the provisions hereof, a seven (7) days summons or other applicable summary process shall be served, and a compromise or settlement thereof shall be made, it shall not be constituted as a waiver of any breach of any covenant, condition, or agreement herein contained and that no waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of this lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of any amount less than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by

**DAMAGE BY FIRE OR CASUALTY** 19. In case of damage by fire or other casualty to the demised premises or any part thereof, the Landlord shall have ninety (90) days within which to repair and restore the same without terminating this lease. Should the Landlord elect to repair and restore the damaged portion of said premises, then during the period that Tenant is deprived of the use of the damaged portion of said premises, Tenant shall be required to pay rental covering only that part of the premises that it is able to occupy, the rent for the remaining space shall be that portion of the total rent which the amount of square foot area remaining that can be occupied bears to the total square foot area of all the premises covered by this lease. If during the term of this lease the premises shall be so damaged by fire or other casualty as to be untenable, then, unless said damage be repaired within ninety (90) days thereafter as herein specified, either party hereto, upon written notice to the other party given at any time following the expiration of ninety (90) days after said fire or other casualty, may terminate this lease, in which case the rent shall be apportioned and paid to the date of said fire or other casualty. No compensation, or claim, or diminution of rent will be allowed, or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the demised premises or any portion of the building of which they are a part, however the necessity may occur.

**SUBORDINATION** 20. This lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust which may now or hereafter affect such leases or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall execute promptly any certificate that the Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Tenant. Provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust shall have the right to recognize this lease and, in the event of any foreclosure sale under deed of trust, this lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale; and the Tenant covenants and agrees that it will, at the written request of the party secured by any such deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this lease.

**CONDEMNATION** 21. Tenant agrees that if the said premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all right of the Tenant to damages therefor, if any, are hereby assigned by the Tenant to the Landlord. And upon such condemnation or taking, the term of this lease shall cease and terminate from the date of such governmental taking or condemnation, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this lease.

**SUCCESSORS** 22. It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their respective heirs, executors, administrators, successors, and assigns.

**TENANT HOLDOVERS** 23. If the Tenant shall, with the knowledge and consent of the Landlord, continue to remain in the premises after the expiration of the term of this lease, and extensions thereof then and in that event, Tenant shall, by virtue of this agreement become a tenant by the month at the rental per month of the monthly installment of rent agreed by the said Tenant to be paid as aforesaid, commencing said monthly tenancy with the next first day after the end of the term above demised; and said Tenant shall give to the Landlord at least thirty (30) days' written notice from any rental due date of any intention to quit said premises; and Tenant shall be entitled to thirty (30) days' written notice to quit said premises, except in the event of nonpayment of rent in advance or of the breach of any other covenant by the said Tenant, in which event the said Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby expressly waived; provided, however, that in the event that the Tenant shall hold over after the expiration of the term hereby created, and if the Landlord shall desire to regain possession of said premises promptly at the expiration of the term aforesaid, then at any time prior to Landlord's acceptance of rent from the Tenant as a monthly tenant hereunder, the Landlord, at its option, may forthwith re-enter and take possession of said premises without process, or by any legal process in force in the District of Columbia.

**POSSESSION** 24. If Landlord shall be unable to give possession of the demised premises on the date of commencement of the term hereof by reason of the holding over or retention of possession of any tenant or occupancy, or if repairs, improvements or decoration of the demised premises or of the building of which the demised premises form a part, are not completed, or for any other reason, Landlord shall not be subject to any liability for the failure to give possession on said date. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the possession of demised premises is given or the premises are available for occupancy by Tenant, and no such failure to give possession on the date of commencement of the term shall in any other respect affect the validity of this lease or the obligations of Tenant hereunder, nor shall same be construed in any wise to extend the term of this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease.

**PRONOUNS** 25. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions. The Landlord herein for convenience has been referred to in neuter form.

Landlord's Initials

**DEFAULTS & 18.** It is agreed that if the Tenant shall fail to pay the rent, or any installments thereof as aforesaid at the time the same shall become due and payable and/or any additional rent as herein provided although no demand shall have been made for the same; or if the Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions, and agreements herein contained on the part of the Tenant to be kept and performed or if the demised premises shall become vacant or deserted, then and in each and every such event from thenceforth, and at all times thereafter, at the option of the Landlord, the Tenant's right of possession shall thereupon cease and determine, and the Landlord shall be entitled to the possession of the demised premises and to re-enter the same without demand of rent or demand of possession of said premises and may forthwith proceed to recover possession of the demised premises by process of law, any notice to quit, or of intention to re-enter the same, being hereby expressly waived by the Tenant. And, in the event of such re-entry by process of law or otherwise, the Tenant nevertheless agrees to remain answerable for any and all damage, deficiency or loss of rent which the Landlord may sustain by such re-entry; and any costs or expenses incident thereto, including attorney's fees; and in such cases, the Landlord reserves full power, which is hereby acceded to by the Tenant, to relet the said premises for the benefit of the Tenant in liquidation and discharge, in whole or in part, as the case may be, of the liability of the Tenant under the terms and provisions of this lease. And it is further provided, that if, under the provisions hereof, a seven (7) days summons or other applicable summary process shall be served and a compromise or settlement thereof shall be made, it shall not be constituted as a waiver of any breach of any covenant, condition or agreement herein contained and that no waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself, or of any subsequent breach thereof. No provision of this lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matters connected with this lease.

**DAMAGE BY FIRE OR CASUALTY 19.** In case of damage by fire or other casualty to the demised premises or any part thereof, the Landlord shall have ninety (90) days within which to repair and restore the same without terminating this lease. Should the Landlord elect to repair and restore the damaged portion of said premises, then during the period that Tenant is deprived of the use of the damaged portion of said premises, Tenant shall be required to pay rental covering only that part of the premises that it is able to occupy, the rent for the remaining space shall be that portion of the total rent which the amount of square foot area remaining that can be occupied bears to the total square foot area of all the premises covered by this lease. If during the term of this lease the premises shall be so damaged by fire or other casualty as to be untenable, then, unless said damage be repaired within ninety (90) days thereafter as herein specified, either party hereto, upon written notice to the other party given at any time following the expiration of ninety (90) days after said fire or other casualty, may terminate this lease, in which case the rent shall be apportioned and paid to the date of said fire or other casualty. No compensation, or claim, or diminution of rent will be allowed, or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the demised premises or any portion of the building of which they are a part, however the necessity may occur.

**SUBORDINATION 20.** This lease is subject and subordinate to all ground or underlying leases and to all mortgages and/or deeds of trust which may now or hereafter affect such leases or the real property of which the demised premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall execute promptly any certificate that the Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of the Tenant. Provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust shall have the right to recognize this lease and, in the event of any foreclosure sale under deed of trust, this lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale; and the Tenant covenants and agrees that it will, at the written request of the party secured by any such deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of said deed of trust to the lien of this lease.


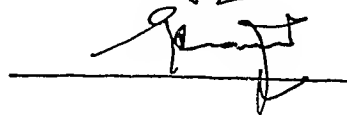
**CONDEMNATION 21.** Tenant agrees that if the said premises, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, Tenant shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all right of the Tenant to damages therefor, if any, are hereby assigned by the Tenant to the Landlord. And upon such condemnation or taking, the term of this lease shall cease and terminate from the date of such governmental taking or condemnation, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this lease.

**SUCCESSORS 22.** It is agreed that all rights, remedies and liabilities herein given to or imposed upon either of the parties hereto, shall extend to their respective heirs, executors, administrators, successors, and assigns.

**TENANT HOLDOVERS 23.** If the Tenant shall, with the knowledge and consent of the Landlord, continue to remain in the premises after the expiration of the term of this lease, and extensions thereof then and in that event, Tenant shall, by virtue of this agreement become a tenant by the month at the rental per month of the monthly installment of rent agreed by the said Tenant to be paid as aforesaid, commencing said monthly tenancy with the next first day after the end of the term above demised; and said Tenant shall give to the Landlord at least thirty (30) days' written notice from any rental due date of any intention to quit said premises, and Tenant shall be entitled to thirty (30) days' written notice to quit said premises, except in the event of nonpayment of rent in advance or of the breach of any other covenant by the said Tenant, in which event the said Tenant shall not be entitled to any notice to quit, the usual thirty (30) days' notice to quit being hereby expressly waived; provided, however, that in the event that the Tenant shall hold over after the expiration of the term hereby created, and if the Landlord shall desire to regain possession of said premises promptly at the expiration of the term aforesaid, then at any time prior to Landlord's acceptance of rent from the Tenant as a monthly tenant hereunder, the Landlord, at its option, may forthwith re-enter and take possession of said premises without process, or by any legal process in force in the District of Columbia.

**POSSESSION 24.** If Landlord shall be unable to give possession of the demised premises on the date of commencement of the term hereof by reason of the holding over or retention of possession of any tenant or occupancy, or if repairs, improvements or decoration of the demised premises or of the building of which the demised premises form a part, are not completed, or for any other reason, Landlord shall not be subject to any liability for the failure to give possession on said date. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the possession of demised premises is given or the premises are available for occupancy by Tenant, and no such failure to give possession on the date of commencement of the term shall in any other respect affect the validity of this lease or the obligations of Tenant hereunder, nor shall same be construed in any wise to extend the term of this lease. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease.

**PRONOUNS 25.** Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions. The Landlord herein for convenience has been referred to in neuter form.

Landlord's Initials

Tenant's Initials

26. Office 1108 is intended for the use of 2 persons per office only. No adjustment in the number of persons occupying the above office(s) will be made without obtaining the prior written consent of the Landlord. Changes in the number of persons shall result in a rental adjustment.

27. Landlord agrees to provide weekdays during normal business hours, excluding holidays, reception and telephone answering service from nine to five and access to the conference room for up to eight hours any calendar month. Additional hours shall be at a rate of \$10 per hour.

28. Landlord has access to premises to make mail deliveries, repairs, and to check its physical condition.

29. Tenant hereby covenants and agrees to pay rental installments for said lease term in advance on the first day of each and every month during the term of this lease at the offices of Landlord, Suite 700, 733 15th Street, N.W., Washington, D.C. or at such other place as Landlord may hereafter designate in writing. At the time of executing this lease, the Tenant shall pay the Landlord an amount equal to the first month's rent and last month's rent and a security deposit in the amount of \$200. A late charge of ten percent (10%) shall be due and payable if rent is not received by the fifth of the month. If rent is not paid by the fifth of the month, Landlord, at its option, in addition to any other rights it may have under the lease, has the right to discontinue telephone and telephone answering services, use of conference rooms and receiving mail for Tenant.

30. All notice required or desired to be given hereunder by either party to the other shall be given by hand, certified mail, or registered mail, subject to possible changes of address. Notices to the respective parties shall be addressed as follows:

If to the Landlord: 15TH STREET EXECUTIVE SUITES  
The Woodward Building, 7th floor  
733 15th Street, N.W.  
Washington, D.C. 20005

with a copy to: 15TH AND H STREET ASSOCIATES  
The Southern building, Suite 230  
805 15th Street, N.W.  
Washington, D.C. 20005

If to the Tenant: Syed Ghulam Nabi Fai, Phd.  
The Woodward Building, Suite 700  
733 15th Street, N.W.  
Washington, D.C. 20005

31. Tenant shall observe the attached Rules and Regulations of the Woodward Building. Tenant agrees to pay a \$25.00 fee for all checks which are not honored by its bank. Tenant waives right to a jury trial.

IN WITNESS WHEREOF, Landlord has caused these presents to be signed and sealed and the Tenant has hereunto set his hand and seal all done as of the day and year first above written.

Witness:

LANDLORD: 15th & H Street Associates

BY: \_\_\_\_\_

TENANT: Syed Ghulam Nabi Fai, Phd.



hours, excluding holidays, reception and telephone answering service from nine to five and access to the conference room for up to eight hours any calendar month. Additional hours shall be at a rate of \$10 per hour.

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The Southern building, Suite 230  
805 15th Street, N.W.  
Washington, D.C. 20005

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The Woodward Building, Suite 700  
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Washington, D.C. 20005

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IN WITNESS WHEREOF, Landlord has caused these presents to be signed and sealed and the Tenant has hereunto set his hand and seal all done as of the day and year first above written.

Witness: LANDLORD: 15th & H Street Associates

BY: \_\_\_\_\_

TENANT: Syed Ghulam Nabi Fai, Phd.

15TH STREET EXECUTIVE SUITES  
733 15TH STREET, N. W.  
SUITE 700  
WASHINGTON, D. C. 20005

List of Additional Charges

Phone Installation Expense

Telecom:	\$ 55.00 per hour, not to exceed \$55.00 per phone, minimum \$55.00.
C & P:	On C&P Bill
C&P Deposit (pay "C&P"):	\$ 50.00 per line, if required.
Taking Deposit to C&P:	\$ 10 handling charge, if req.
Monthly Line to Switchboard:**	\$ 14.50 each line
Monthly Intercom Expense:	\$ 6.00 per phone
Monthly Phone Equip. Charge:	\$ 5.50 per phone
Xerox:	6 - 10 cents per copy
Fax Incoming Tel no:	(202) 3 9 3 - 0 0 7 9
Fax Incoming: *	\$ .75 per page.
Fax Outgoing: *	\$ 2.00 first page / \$.50 thereafter, plus cost of call.
Wp:	At 20% off the standard rates.
Opt. Additional Services:**	- \$10.00 for each 1/3 hour or part thereof. - Keep call back list for parties, etc. - \$1 per name. - Moving furniture or manned use of service elevator \$20.00 for each 1/3 hour or part thereof.

\* These are at substantial discount off the standard rates.

\*\* These are provided as a convenience to Tenants. No warranty  
is made as to the time availability or quality of the work.  
We reserve the right, upon notice, to change these prices.

15TH STREET EXECUTIVE SUITES  
733 15TH STREET, N. W.  
SUITE 700  
WASHINGTON, D. C. 20005

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Monthly Intercom Expense:	\$ 6.00 per phone
Monthly Phone Equip. Charge:	\$ 5.50 per phone
Xerox:	6 - 10 cents per copy
Fax Incoming Tel no:	(202) 3 9 3 - 0 0 7 9
Fax Incoming: *	\$ .75 per page.
Fax Outgoing: *	\$ 2.00 first page / \$.50 thereafter, plus cost of call.
Wp:	At 20% off the standard rates.
Opt. Additional Services:**	\$10.00 for each 1/3 hour or part thereof. - Keep call back list for parties, etc. - \$1 per name. - Moving furniture or manned use of service elevator \$20.00 for each 1/3 hour or part thereof.

\* These are at substantial discount off the standard rates.

\*\* These are provided as a convenience to Tenants. No warranty is made as to the time availability or quality of the work. We reserve the right, upon notice, to change these prices. In the event that more than fifteen calls are received by Tenant at Landlord's switchboard on any given day, Landlord has the right to discontinue switchboard service or to adjust its price.

*RT* *LD* *JS*

## THE WOODWARD BUILDING

### ADDITIONAL RULES AND REGULATIONS (In addition to those in Section 12 of the Lease)

1. ~~KEYS~~ Landlord will furnish Tenant with one set of keys to the premises, free of charge. No additional locking devices shall be installed without the prior written consent of landlord. Landlord may make reasonable charge for any additional lock or any bolt installed on any door of the premises without the prior consent of Landlord. Tenant shall in any case furnish Landlord with a key for any such lock. Tenant, upon the termination of its tenancy, shall deliver to Landlord all keys to doors of the premises.

2. FREIGHT ELEVATOR: The freight elevator shall be available for use by Tenant, subject to the following schedule:

Weekdays - moving in or out of building permitted before  
9:00 a.m. and between 6:00 p.m. and 11:00 p.m.

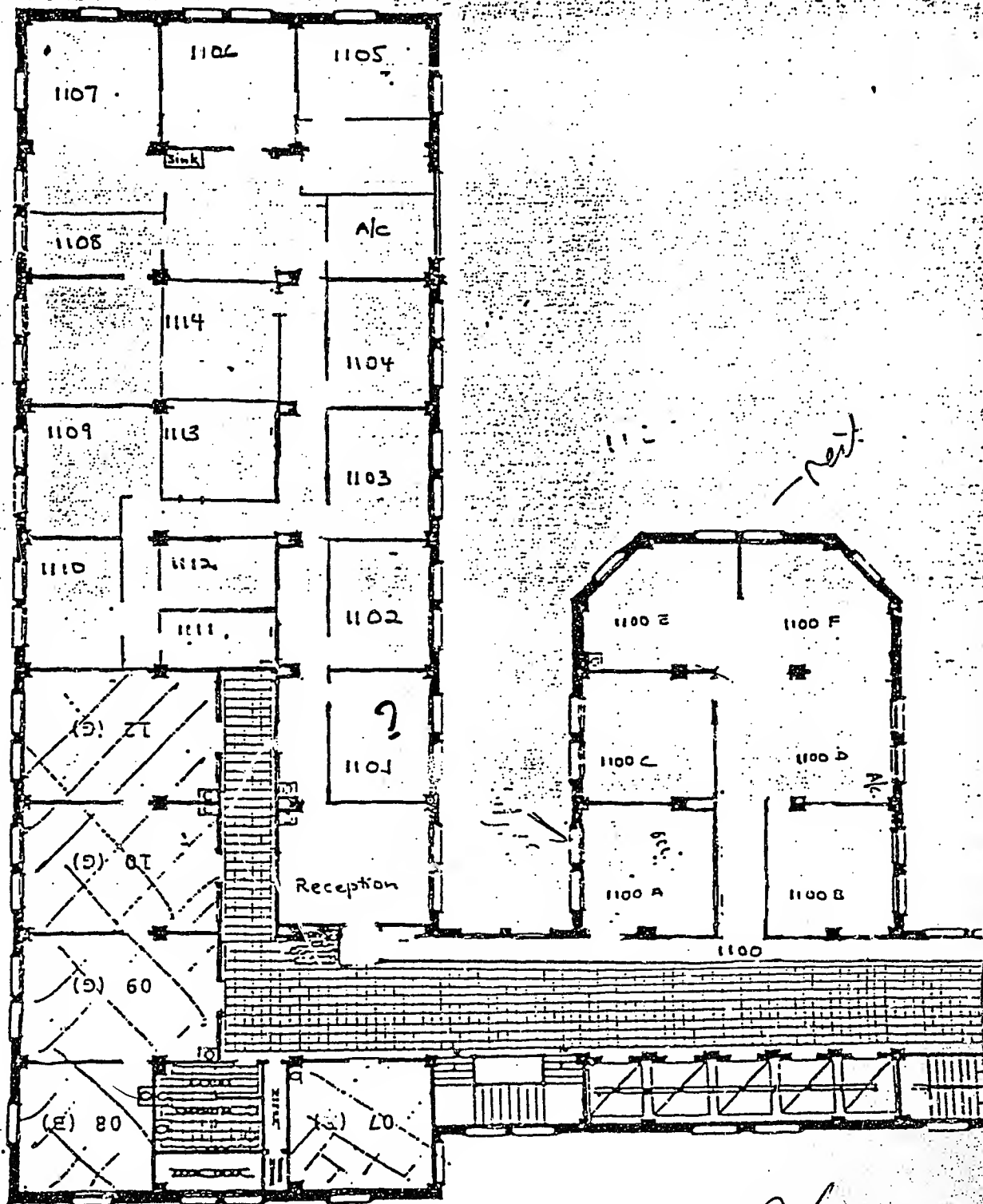
Saturdays - moving in or out of building permitted between 8:00  
a.m. and 12:00 noon.

Tenant must notify management office at least 48 hours in advance of moving schedule. Any exceptions to the above stated moving schedule necessitates prior consent of Landlord. Lobby floor must be protected with plywood or similar material during move.

3. SECURITY SYSTEM: The building is open from 8:00 a.m. until 6:00 p.m. and closed all day on Saturdays and Sundays. Tenant may gain access to the building after hours through the Kastle Card System. All visitors must be registered with the security guard in the lobby after hours. Tenant must notify management office or Kastle Systems of any unaccompanied visitors who wish to gain access to the building after hours so that appropriate measures can be taken for their admittance.

4. APPEARANCE: Although Section 12 c. of the Lease states "all doors leading to corridors or main hallways shall be kept closed during business hours except for ingress and egress," with regard to offices which are part of a shared office suite run by Landlord, Tenant may keep doors open, only with the Landlord's written approval and only if, in the Landlord's opinion, the office looks neat and professional and will not detract from the overall appearance of the suite.

5. TRASH & DELIVERIES: For the benefit of the Tenants, the suite should look as presentable as possible. All trash is to be put in the trash rooms, not in the corridors. Except for envelopes (which can be put on the receptionists desk), all incoming and outgoing packages should be put in the package room (closet).





Kashmir Information Center  
733 15th Street, N.W.  
Suite 1100  
Washington, D.C. 20005  
Tel: (202) 628-6789/(703) 527-5081  
Fax: (202) 393-0062/(703) 527-4968

Kashmir Information Center is run by Kashmiri American Council,  
—— an organization of American citizens of Kashmir origin ——

THE ISSUE IN KASHMIR

# *Self Determination*

DEMAND AND RIGHT

## Kashmir Perspectives #4

The Kashmir issue is simply this: the people of a large territory which is not part of any existing sovereign state were assured by the entire international community represented by the United Nations that they would be enabled to decide their future by a free vote. Until now, this assurance has not been honored.

Instead, under military occupation by India, a barbarous rule has been foisted on them. Their current uprising is the culminating point of a non-violent resistance sustained over four decades, in the face of endless persecution.

It suits the guilty party, India, to quibble over the issue and make it look as abstruse and forbiddingly intricate. The false intricacy, in turn, provides an alibi to others to temporize and postpone a just and fair settlement of the dispute. The cost is imposed on the people of Kashmir--in countless injuries and deaths and intense suffering.

No international dispute is ever free from complexities. But conscience does not let itself be distracted by them and statesmanship devoted to peace reaches and grasps the human core of a dispute.

*Kashmir Perspectives* is a plea for that kind of approach.

## Kashmir: A Summary

### Location:

Heart of Asia, with historical links to both South and Central Asia. Surrounded by Pakistan, Afghanistan, China and India.

### Area:

86,000 square miles, more than three times the size of Belgium, the Netherlands and Luxembourg combined.

### Population:

12 million (estimate) including 1.5 million refugees in Pakistan and 0.4 million expatriates.

### Status:

Historically independent, except in the anarchical conditions of late 18th and the first half of 19th century and when incorporated in the vast empires set up by the Mauryas (3rd century BC), the Mughals (16th to 18th centuries) and the British (mid-19th to mid-20th centuries). All these empires included not only present-day India and Pakistan but other countries as well. Under the British, Kashmir had internal autonomy.

### Present Status:

In dispute since 1947. 63% of the area occupied by India.

### Cause of Dispute:

India's claim that Kashmir is Indian territory. The claim is rejected by the people of Kashmir, challenged by Pakistan. It has never been accepted by the United Nations, never legally validated.

### Solution:

Demilitarization of Kashmir (through withdrawal of all outside forces) followed immediately by a plebiscite under impartial control to determine the future status of Kashmir.

### Great Power Policies:

When the dispute was first brought to the United Nations, the Security Council, with the firm backing of the United States, urged the solution described above. At that time, the Soviet Union did not dissent from it. Later, because of the cold war, the Soviet Union blocked every resolution of the Council calling for implementation of the settlement plan.

### Likely Possibilities:

Only two. *Either* ascertaining the wishes of the people about their future and acting accordingly *or* the continuance of the status quo with violent repression and the spectre of carnage in the Indian-occupied part and chronic conflict and the danger of war in the subcontinent of South Asia.



## Self-Determination for Kashmir

### *Basic Principle*

The self-determination of peoples is a basic principle of the United Nations Charter which has been reaffirmed in the Universal Declaration of Human Rights and applied countless times to the settlement of international disputes. The applicability of the principle to the specific case of Jammu and Kashmir has been explicitly recognized by the United Nations. It was upheld equally by India and Pakistan when the Kashmir dispute was brought before the Security Council. Since, on the establishment of India and Pakistan as sovereign states, Jammu and Kashmir was not part of the territory of *either*; the two countries entered into an agreement to allow its people to exercise their right of self-determination under impartial auspices and in conditions free from coercion from either side. The agreement is embodied in the two resolutions of the United Nations Commission for India and Pakistan explicitly accepted by both Governments (see *Kashmir Perspectives* #2). It is binding on both Governments and no allegation of non-performance of any of its provisions by either side can render it inoperative.

### *Unrestricted Right*

In Part III of the resolution of 13 August 1948, the agreement stipulates:

"The Government of India and the Government of Pakistan reaffirm their wish that the future status of the state of Jammu and Kashmir shall be determined in accordance with the will of the people and to that end, upon acceptance of the truce agreement, both Governments agree to enter into consultations with the Commission to determine fair and equitable conditions whereby such free expression will be assured."

The first of the "principles which are supplementary to the Commission's resolution of 13 August 1948" (the words quoted are from the text) and which are formulated in the resolution of 5 January 1949 is :



"The question of the accession of the State of Jammu and Kashmir to India or Pakistan will be decided through the democratic method of a free and impartial plebiscite".

It is commonly thought that the latter provision limited the choice of the people of the State regarding their future to accession to either India or Pakistan. Though understandable, the impression is erroneous because the right of self-determination, by definition, is an unrestricted right. By entering into the agreement, India and Pakistan excluded, and rendered inadmissible, each other's claim to the State until that claim was accepted by the people through a vote taken under an impartial authority. They did not, as they could not, decide what options the people would wish to consider. No agreement between two parties can affect the rights of a third: this is an elementary principle of law and justice which no international agreement, if legitimate, can possibly flout.

To put it in everyday language, it was entirely right for India and Pakistan to pledge to each other, as they did, "Here is this large territory; let us not fight over it; let us make its people decide its status." But it would be wholly illegitimate for them to say, "Let one of us get the territory. Let us go through the motions of a plebiscite to decide which one". That would not be a fair agreement; it would be a plot to deny the people of Kashmir the substance of self-determination while providing them its form. It would amount to telling them that they can choose independently but they cannot choose independence. It would make a mockery of democratic norms.

#### *Not a Novel View*

This is not a novel view of the Kashmir question. When India first brought the issue to the United Nations, its representative set out three options for Jammu and Kashmir: (a) accession to India, (b) accession to Pakistan and (c) independence. The possibility of the third option is reflected in the wording of more than one resolution of the Security Council. Those adopted on 14 March 1950 and 30 March 1951 refer to "the final disposition of the State of Jammu and Kashmir (to be) made in accordance with the will of the people expressed by the democratic method of a free and impartial plebiscite conducted under the auspices of the United Nations." The phrase "final disposition" is inclusive; it has a wider meaning than "accession to India or Pakistan". The Security Council

## **Publications of Kashmiri American Council:**

1. Facts About Kashmir
2. U.S. Can Help Prevent Killings in Kashmir
3. Yes, United States can Help Stop Killings in Kashmir
4. Peace Over Kashmir: The Simla Agreement: Help or Hindrance?
5. Right of Self-Determination
6. Kashmir : Is It A Religious Issue?
7. India's Position Over Kashmir
8. Kashmir under Siege: Massive Violations of Human Rights
9. Monthly Kashmir Report

## IT IS TIME THAT YOU LISTENED TO THE CRIES OF PAIN ...

Kashmir is bleeding...the Indian Occupation Forces are inflicting indescribable sufferings on the people of Kashmir. India, the self-styled democracy, has violated all norms of civilized and rational behavior: thousands of innocent Kashmiris have been killed and wounded. Babies are dying for want of milk.

Is world conscience asleep?

Do not become among those who do not care for their fellow-beings. Please answer the call to reduce the anguish of the people of Kashmir.

We can provide most current information on the issue and can send knowledgeable speakers to your community meetings.

please contact:  
Ghulam Nabi FaI  
Executive Director

**KASHMIRI-AMERICAN COUNCIL**

733 15TH STREET, NW, Suite 1100

WASHINGTON D.C. 20005

TEL: (202) 628-6789

used this expression not for convenience of drafting but because it would not be justified in fore-closing any option for the people of the State. These resolutions, which were adopted after the conclusion of the agreement between India and Pakistan, do not detract from the binding nature of that agreement as far as the obligations of these two parties are concerned. But they do imply a recognition of the inherent right of the people of Kashmir to decide their future independently of the contending claims of India and Pakistan.

The idea of independence for Kashmir, if not for all its zones, has in fact never been beyond the mental horizon of its people. Demand for it, however, was either suppressed or somewhat muted because of two factors. The first was the cold war which generated the fear that an independent Kashmir would be a likely victim of foreign aggression, subversion or intrigue. The second was the supposition that small states would not be able to sustain their independence.

Both these inhibiting factors have now disappeared. The cold war has ended. Scores of states, individually smaller in size and population than Kashmir, have taken their rightful place as fully sovereign members of the United Nations. This explains the resurgent support for independence among all the strata of the population of Kashmir.

No solution of the Kashmir problem will be just or viable if it ignores that intense, popular sentiment. Justice and pragmatism require that no one of the conceivable options for the people should be excluded.

It must be pointed out that an independent Kashmir would not be a Kashmir isolated from India and Pakistan. On the contrary, it would have close links, some of them established by bilateral treaty provisions, with both its neighbors. Indeed, it would provide them a meeting ground. In this respect, Kashmir could make a contribution to the stabilization of peace in South Asia which no other entity can.

### *Argument Against Independence*

There is only one standing argument against an independent status for Kashmir. It is being contended that the emergence of another sovereign entity in the sub-continent would encourage secessionist tendencies in both India and Pakistan and lead to a collapse of their existing

federal structures. The argument may be based on genuine fear or it may be only a stratagem to avoid a just solution of the Kashmir dispute; in either case, it can be faced rationally. When so faced, it proves to be untenable because it ignores two vital considerations.

The first is related to the *sui generis* nature of the question regarding the final disposition of the State of Jammu and Kashmir. All the former provinces, states or territories which today are included in India or in Pakistan became legally parts of one or the other through a process which harmonized with the expressed will of their people; none was dragged into a union against its wishes. Kashmir is the sole exception. Among all the territories known collectively as India under British rule, Kashmir is the only one which was never provided the opportunity to decide its own status or affiliation. What, therefore, applies to Kashmir does not apply to, for example, Assam or Tamil Nadu in India or to Sind in Pakistan. This is also plain from the fact that both India and Pakistan solemnly accepted an international obligation regarding Kashmir which neither as a sovereign state would accept regarding any of its constituent units--the obligation to withdraw their forces from the territory. The demilitarization of Kashmir, which is the first demand of the people of Kashmir and to which both India and Pakistan are committed legally and morally does not, therefore, mean secession and cannot encourage separation either. Kashmir cannot be regarded to have seceded from what it never acceded to in the first place.

The second consideration which the argument ignores is that Kashmir can emerge as independent in the context of the implementation of an international agreement to which both India and Pakistan are parties. By removing the perennial cause of conflict between them, by establishing their relations on the firm basis of good-neighborliness and cooperation in facing their common problems, by giving to each a recognized frontier, the process would encourage their mutual respect for each other's territorial integrity and strengthen their internal cohesion. Only reliable conditions of peace and not annexationism constitute an effective safeguard against disintegration.

It may be pertinent here to quote an Indian statesman, the late Jayaprakash Narayan who enjoyed great esteem in India for his intellect and integrity. Referring to the argument that "the verdict of the people of Kashmir" would "start the process of disintegration of India", he said

"Few things have been said in the course of this controversy more silly than this one. The assumption behind the argument is that the states of India are held together by force and not by the sentiment of a common nationality. It is an assumption that makes a mockery of the Indian nation and a tyrant of the Indian state."

### *Kashmir's Individuality*

For the greater part of its history, Kashmir has maintained an independent existence. Its individuality has been shaped by its distinctive natural setting, the diligence and craftsmanship of its people, its long experience of phases of growth and decline and its sustained traditions of amity and tolerance between the different religious or cultural communities. There is no reason of economics or strategy why it should not recover its freedom to pursue its own destiny.

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# KASHMIR

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## Report

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and the International Institute of Kashmir Studies, London

November-December 1990

### Congressmen Ask U.S. Investigate Kashmir Burnings

The Congressional Human Rights Caucus has addressed a letter to Secretary of State James Baker III asking the U.S. to investigate the large scale burning of Kashmiri people and thousands of homes.

The letter dated Oct. 25 was signed by the Caucus co-chairmen Rep. Tom Lantos (CA) and John Porter (IL) and Reps. Ben Blaz (Guam), Dan Burton (IN), David Dreier (CA), Eni Faleomavaega (Somalia), Wally Herger (CA), John LaFalce (D-NY) and Tom Sawyer.

The Representatives citing press reports on the incidents of burning of homes said: "Mr. Secretary [Baker], we believe that an investigation by our government is necessary in order to properly assess the conditions in Kashmir. We hope that our government will take the lead to ensure protection for the Kashmiri people."

The Representatives asked that the "Indian government must be held to the terms of the United Nations Universal Declaration of Human Rights." They said they had the support of many of their colleagues in "sending this urgent request for an investigation into alleged human rights violations committed by the Indian government."

On Oct. 15, the Caucus addressed a letter to the then Indian prime minister, V.P. Singh, urging him to protect the rights of Muslims and other minorities in India.

The Representatives expressed their concern over the "deterioration of human rights for religious and ethnic minorities in India."

### U.S. Deplores Rights Abuses In Kashmir

The United States Department of State has deplored the "continuing violence in Kashmir" and expressed its regret over the deaths that have occurred.

A statement issued by the Department on Oct. 9 said that the Indian Government should "redouble its efforts to establish political dialogue" with the Kashmiri people.

John Kelly, Assistant Secretary of State, Bureau of Near Eastern and South Asian Affairs told a House sub-committee on Nov. 2 that bitterness and violence continue to plague the Kashmir valley. "The human rights picture," he said, "is a disturbing one."

According to Kelly, the U.S. had expressed concern about human rights abuses in Indian occupied Kashmir.

Kelly said, India has had little success in establishing political dialogue with the Kashmiris. Referring to the recent spate of fires which have killed scores of Kashmiris and destroyed hundreds of homes, Kelly said that the Indian Governor of Kashmir, Girish Saxena "has acknowledged the possibility of the security forces' responsibility for some of these blazes and promised to investigate." He said the U.S. had expressed its concern over security force excesses and the use of 'collective punishment' against unarmed civilians in Kashmir.

### KAF Asks U.S. To Act Decisively In Kashmir

The Kashmiri American Foundation (KAF) has asked the United States to adopt a more effective policy in South Asia that could help save lives in Kashmir.

This suggestion was made on Nov. 1 in a letter to Teresita C. Schaffer, Deputy Assistant Secretary of State for Near Eastern and South Asian Affairs. Earlier Ms. Schaffer had informed the KAF, in her letter of Oct. 16, that the State Department had strongly urged India to "restrain its security forces" in Kashmir from using "deadly force and collective punishment against unarmed people and to ensure that those forces observe the universally recognized principles of human rights."

In his reply [Nov. 1], the Executive Director of KAF said the continuance of large-scale slaughter and collective punishment against unarmed people in the Vale of Kashmir, however, indicates that the bilateral urgings of the United States Government to the Government of India have not had the intended effect.

KAF asked the U.S. to raise the issue at the "appropriate multilateral forum." This, the Foundation said, could lead to a Rapporteur being sent to the occupied area to investigate the situation. It was hoped that the publication of the report of such an investigation may restrain India from its excessive use of force in Kashmir.

## Washington Post Reports Indian Arson in Kashmir

The rising incidence of arson in Indian occupied Kashmir was the topic of a despatch published in Washington Post on Nov. 16.

Correspondent Steve Coll wrote that Indian forces, unable to crush the popular freedom movement in Kashmir, are "burning houses and shops in this valley, killing dozens of civilians and rendering thousands homeless as winter approaches."

Coll said: "During the several months, a dozen major fires have erupted in Srinagar, Anantnag, Handwara, Sopore and other Kashmiri towns . . . In virtually every case, witnesses report that Indian troops set houses and shops on fire with flammable powder and gasoline . . ." Reporting on the China Square fire in Anantnag, Coll wrote: "Indian troops shuttled back and forth to the flames, toting gasoline in their helmets and spreading flammable powder on the floors of houses not yet ablaze . . . Today, China Square is a heap of bricks and rubble. More than 100 homes, dozens of shops and three mosques were destroyed in the fire."

In the words of James P. Sterba of the Wall Street Journal, Nov. 9, Indian occupied Kashmir is "more like a high-altitude Beirut . . . an eerie landscape of charred villages and bombed-out buildings, sandbagged bunkers and barbed-wire barricades, shuttered shops, abandoned neighborhoods and fresh mounds of dirt from newly dug graves."

## Kashmir Advertisements Move Americans

The Kashmiri-American Foundation has received positive response to advertisements placed by it in the New York Times on Oct. 26 and 28.

The advertisement headlined "The Killing Fields of Kashmir" carried quotes by American leaders and human rights organizations voicing concern over Indian atrocities in Kashmir. The Foundation has thanked all those who have sent letters of support and donations for the Kashmiri people.

## Kashmiris Mark 'Black Day'

Kashmiri-Americans and other human rights activists in the U.S. observed October 27 as a 'Black Day' to mark the Indian invasion of the valley in 1947.

A well-attended rally was held in front of the U.N. headquarters in New York on Saturday, Oct. 27. A memorandum calling for the implementation of the Resolutions that guarantee the right of self-determination to the Kashmiri people—was handed over to the U.N. Secretary General.

The 'Black Day' was also observed in Kashmir despite the presence of over 300,000 Indian troops. The day was marked by protest rallies and black flag marches all over Kashmir.

Similar protests were held across the world in solidarity with the Kashmiri peoples. The major rallies were held in London, Amsterdam, Kuala Lumpur, Sydney, Karachi, Lahore and across Azad (free) Kashmir.

## Canadian Raped By Indian Officers

A Canadian forestation researcher, Anne Lambi, was abducted and allegedly gang raped for 24 hours by a group of Indian army officers belonging to the highly regarded 'Black Cat' commando unit at a military camp in Occupied Kashmir on Oct. 11 - 12.

The 24-year Lambi, who went to a police station in Kashmir to register her complaint, noted the helplessness of the local Kashmiri police. The Canadian Embassy in New Delhi sent an investigative team to Occupied Kashmir.

A KAC spokesperson condemning the incident, said that the identification of Indian army officers by Ms. Lambi refuted Indian propaganda claims that the terror in Kashmir was not being directed from the top. The spokesperson drew attention to the sufferings of the scores of Kashmiri women who had become victims of Indian terrorism.

## Indian Aide Admits Propaganda Lies At Boston Meet

George Fernandes, former Indian Railways Minister (who was also the Minister for Kashmir Affairs), who addressed a seminar at the Harvard University, said that the freedom struggle has intensified in Kashmir.

The Minister who spoke at University's Center for International Studies on Oct. 12, 1990, said the Kashmiris were not mistreating Hindus. Fernandes said that Kashmiri Muslims were, in fact, taking care of Hindu homes and apple orchards, recruiting rents and sale proceeds to their owners. The Indian government had earlier reportedly bribed Hindus into leaving Kashmir for "refugee camps." [A Kashmiri Hindu Pandit, K.L. Koul of Chanpora, Srinagar, has published a signed letter in *AlSafah* of Srinagar, Kashmir relating how former Indian Governor Jagmohan tricked the Hindus into transferring to "refugee camps" in order to become Indian propaganda material. The Governor had reportedly told the Hindus that he was planning to kill at least 150,000 Muslims in order to re-establish Indian control over Kashmir. Such killings, it was said, could only be accomplished once the Hindus were out of the way, in safer areas. Koul has apologized for, what he called, this act of betrayal on part of the Hindus.]

A KAC spokesperson commenting on Fernandes' account said the "refugees" were created as a part of the Indian disinformation campaign. This, he said, was aimed at discrediting the freedom movement by branding it as a "fundamentalist ploy." He added this was supposed to have helped in obtaining Western sympathy for India. The spokesperson said Fernandes' statement about the Hindu-Muslim dealings helped demolish Indian propaganda claims that Kashmiris were victimizing the Hindu minority.

The Minister who presented the official Indian version of the issue was sharply questioned by the audience.

## Kashmiris In Australia Start Information Campaign

A public meeting was held in Sydney, Australia on Oct. 21 to focus on the Kashmir issue.

The organizers, Kashmir Support Committee (KASCOM), said the meeting was held to help build up support for the freedom movement in Kashmir and to create awareness about the plight of Kashmiris living under occupation and oppression.

KASCOM which has been recently incorporated has appealed for funds to provide humanitarian assistance to Kashmiri victims of Indian oppression.

KASCOM has launched a campaign to educate the Australian media and opinion leaders about the situation in Kashmir.

## Peace Groups Discusses Kashmir Crisis

The Kashmir issue was focus of discussion at the Nov. 7 meeting of the Huntington (NY) Peace Group.

KAC member Faroque A. Khan told the 200 plus audience that the issues of freedom in Kashmir and other areas had a strong similarity. He said that while the U.N. was acting with utmost haste in one case, it was quite on Kashmir although a resolution was adopted over 43 years ago. He said the implementation of U.N. Resolutions on Kashmir could lead to peace in the region.

## Rep. LaFalce Seeks Investigation Into Kashmir Genocide

Rep. John J. LaFalce (D-NY) said the U.S. must investigate the violation of human rights in Kashmir.

The lawmaker aired this view in his keynote address at a dinner sponsored by the Kashmiri-American Council in Lockport, NY on Oct. 28. He said given the new prominence of the U.N. role, the world body should examine the state of human rights in Indian occupied Kashmir. LaFalce said there was evidence of systematic human rights abuses by India.

## Kashmir Featured At South Asian Scholars Conference

The Indian position and policies in Kashmir came under criticism during a panel entitled "Perspectives on Kashmir," at the 19th Annual Conference on South Asia on Nov. 2.

The panel which was included in the Conference held at the University of Wisconsin-Madison attracted over 170 delegates and lasted over two hours, very unusual for an academic gathering. The audience included senior Indian diplomats and scholars.

The literature produced by Kashmiri-American Council (KAC) was made available to the delegates.

KAC utilized the Conference to arrange a Friday khutba (Nov. 1) and campus meeting on Nov. 3 to focus on the situation in Kashmir.

## Scared Kashmir Ruler Lives In Security Fortress

The Indian Governor of Kashmir, Girish Saxena does not dare to descend from his high security hideout which is located on a hilltop. The colonial ruler is reportedly so sensitive about his security that he has not been able to see some of the areas that have been burnt down by his troops.

This was stated by Syed Shahabuddin, president of the Insaaf Party and a former Indian parliamentarian, who toured the occupied territory during the last week of September.

Shahabuddin, who was on a visit to Washington, D.C. on Oct. 15, said he had seen the areas ravaged by the Indian Occupation Forces. He lamented that despite claims, the Indian Colonial Administration had failed to provide any relief to Kashmiris whose homes had been burnt down by the Indian Occupation Forces.

Syed Shahabuddin also met with a KAC delegation and exchanged views on the freedom movement in Kashmir.

The dinner was organized by Dr. Ashraf Sahaf, President of KAC, Dr. Maneeb Haroon and Dr. Nazir Gilkar of the KAC. Dr. Haroon presented a background of the Kashmir issue, citing the need to enforce U.N. resolutions adopted over 43 years ago. He gave an account of Indian terrorism in the occupied territory.

## Executive Director Addresses Muslim Social Scientists

Executive Director Dr. Ghulam Nabi Fai reiterated the need for the urgent implementation of the U.N. resolutions of 1948 and 1949 that guarantee the right of self-determination to the Kashmiri people.

Dr. Fai made this remark when he addressed a special session on Kashmir during the 19th Annual Conference of the Association of Muslim Social Scientists (AMSS) in Detroit, Mi., on October 26.

## Indians Force Kashmiris Lick Off Freedom Slogans

Indian Occupation Forces in Kashmir are forcing Kashmiris to wipe off freedom slogans from walls with their tongues.

The Indian troops have ordered Kashmiris to lick off the name of the city of Islamabad—the original name of the city now called Anantnag because it had "Islam" in its name. The Indian Occupation Forces are making the tortured Kashmiris to brush the streets with their beards. In other incidents, Kashmiris were forced to drink sewage water at gun point.

The accounts of such torture were contained in an appeal issued recently by university and college teachers in Indian Occupied Kashmir.

## Turkey Reiterates Commitment To UN Role In Kashmir Issue

The Ambassador of Turkey to the U.S. has reiterated his country's commitment to support the implementation of the UN Resolution that guarantees the right of self-determination of the Kashmiri people.

This was stated by the Ambassador who addressed a press conference in Washington, D.C. on Oct. 17.

A KAC spokesperson commenting on the Ambassador's statement has expressed thanks to the Turkish government and people. The spokesperson said that Turkey was among those nations which have steadfastly abided by their commitments made in the United Nations of supporting self-determination in Occupied Kashmir.



## Anti-Apartheid Leaders Discuss Kashmir With KAC

"The situation in Kashmir is an example of apartheid against democracy," KAC Executive Director Dr. Ghulam Nabi Fai told a group of visiting anti-apartheid leaders in Washington, D.C. on Nov. 16.

The leaders who included Ismail and Fatima Meer, close lieutenants of Nelson Mandela, were handed over sets of KAC publications. Dr. Fai saluted the South Africans for their struggle against apartheid and invited them to join the movement for self-determination in Kashmir.

## Kashmir Issue On Houston Agenda

Dr. Khalid J. Qazi, a member of the KAC and President of the Islamic Medical Association (North America), spoke on the issue of violation of human rights in Indian occupied Kashmir at a meeting in Houston, Texas on Nov. 16.

Dr. Qazi, who was addressing a seminar sponsored by local Muslim organizations, said that India had added arson to its arsenal in its attempts to browbeat the people of Kashmir into submission. He said the least the people could do to alleviate the sufferings in Kashmir was to inform the American media and leadership about these violations and seek their support and sympathy.

## KAC To Attend World Meet On Kashmir Issue

A KAC delegation will be attending the International Convention of Kashmiris in Mirpur, Azad Kashmir on Dec. 13-14, 1990.

The Convention will discuss the ways of means of achieving the goal of self-determination.

## India Bows To Kashmiri Demands

The 71-day old strike by 137,000 public servants ended on Nov. 26 when the Indian Governor of occupied Kashmir, Girish Saxena, agreed to reinstate five of their colleagues who had been fired for their role in calling attention to Indian atrocities.

Saxena also accepted to resume the working of the special court in Srinagar clearing the way for the trial of people detained for alleged terrorist activity. The colonial administration also agreed to review cases of public servants being held on charges of terrorism.

The strike had brought the occupied territory to a near complete shutdown, forcing India to bring outside workers to keep essential services working.

A KAC spokesperson has felicitated the Kashmiri Employees Coordination Committee on their victory over the Indian occupation administration. The spokesperson said that Kashmiris should approach the issue with great care because India was an unprincipled adversary. He called for vigilance and sagacity in this moment of elation and victory.

## Kashmiri Youth Help Focus On Self-Determination

Kashmiri youth are in the forefront in educating their peers about the movement for self-determination.

Idrissa Pandit, a graduate student published an editorial column in the Daily Illini on Oct. 29 to commemorate the 'Black Day'. She drew attention toward the continued denial of the right of self-determination by India.

Majid Qazi, a high school student in Buffalo, N.Y., secured a distinction for his project report on Kashmir. This extremely well-written piece helped inform his classmates about the Kashmir issue. A young Kashmiri school student, Youstra Y. Fazili of Buffalo, NY has written a poem drawing world attention to the genocide in Kashmir.

She wrote:

*The world is not as calm as it seems,  
Bells of freedom have sung happy tunes in  
Europe,  
Why can't they in Kashmir?*

*Little countries mean little,  
Unless they are like Kuwait,  
Rich countries leave the poor,  
To the hands of fate,  
Yet fate isn't always kind,  
And can hurt.*

*World peace is something,  
We all want,  
So someone make the Indian army,  
STOP.*

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## Kashmir Perspectives #2

The people of Kashmir who number more than 90 other existing independant nations individually and have a defined historical identity, are at present engaged in a mass struggle to win freedom and release from the foreign occupation of their land. This struggle is motivated by no bigotry or ethnic prejudice; its aim is nothing but the exercise of the right of self-determination explicitly recognized in resolutions of the United Nations relating to their case.

To the horrors of the repression from which they suffer (see *Kashmir Perspectives # 1*) are added two other circumstances, each cruelly adverse. One is the apathy of the world outside, including governments and organizations that otherwise are justly proud of their championship of democracy and human rights. The second is the fog of myths and evasive arguments surrounding India's wrongful occupation of Kashmir.

*Kashmir Perspectives* is a modest attempt by Americans of Kashmiri origin to help mitigate these two circumstances. It directs its appeal not to its readers' religious or ideological sympathies nor to their leanings towards either India or Pakistan but solely to their conscience and human concern.

## Kashmir: A Summary

### Location:

Heart of Asia, with historical links to both South and Central Asia. Surrounded by Pakistan, Afghanistan, China and India.

### Area:

86,000 square miles, more than three times the size of Belgium, the Netherlands and Luxemburg combined.

### Population:

12 million (estimate) including 1.5 million refugees in Pakistan and 0.4 million expatriates.

### Status:

Historically independent, except in the anarchical conditions of late 18th and the first half of 19th century and when incorporated in the vast empires set up by the Mauryas (3rd century BC), the Mughals (16th to 18th centuries) and the British (mid-19th to mid-20th centuries). All these empires included not only present-day India and Pakistan but other countries as well. Under the British, Kashmir had internal autonomy.

### Present Status:

In dispute since 1947. 63% of the area occupied by India.

### Cause of Dispute:

India's claim that Kashmir is Indian territory. The claim is rejected by the people of Kashmir, challenged by Pakistan. It has never been accepted by the United Nations, never legally validated.

### Solution:

Demilitarization of Kashmir (through withdrawal of all outside forces) followed immediately by a plebiscite under impartial control to determine the future status of Kashmir.

### Great Power Policies:

When the dispute was first brought to the United Nations, the Security Council, with the firm backing of the United States, urged the solution described above. At that time, the Soviet Union did not dissent from it. Later, because of the cold war, the Soviet Union blocked every resolution of the Council calling for implementation of the settlement plan.

### Likely Possibilities:

Only two. Either ascertaining the wishes of the people about their future and acting accordingly or the continuance of the status quo with violent repression and the spectre of carnage in the Indian-occupied part and chronic conflict and the danger of war in the subcontinent of South Asia.

(ii) In Jammu and Kashmir, the Line of Control resulting from the cease-fire of December 17, 1971 shall be respected by both sides without prejudice to the recognized position of either side. Neither side shall seek to alter it unilaterally, irrespective of mutual differences and legal interpretations. Both sides further undertake to refrain from threat or the use of force in violation of this line.

(iii) The withdrawals shall commence upon entry into force of this Agreement and shall be completed within a period of 30 days thereafter.

This Agreement will be subject to ratification by both countries in accordance with their respective constitutional procedures, and will come into force with effect from the date on which the Instruments of Ratification are exchanged.

Both Governments agree that their respective heads will meet again at a mutually convenient time in the future and that, in the meanwhile, the representatives of the two sides will meet to discuss further the modalities and arrangements for the establishment of durable peace and normalization of relations, including the questions of repatriation of prisoners of war and civilian internees, a final settlement of Jammu and Kashmir and the resumption of diplomatic relations.

ZULFIKAR ALI BHUTTO

President

ISLAMIC REPUBLIC OF PAKISTAN

Simla, the 2nd July, 1972".

INDIRA GANDHI

Prime minister

REPUBLIC OF INDIA

The mass uprising of the people of Kashmir against Indian military occupation has evoked two reactions from the Government of India. One is extreme repression, some details of which are set out in *Kashmir Perspective # 1*. The second is the threat of war. On 10 April 1990, the Prime Minister of India made a formal statement with full authority asking his nation "to be psychologically prepared for war". His cabinet colleagues asserted in the Indian Parliament (not in impromptu but prepared statements) that India would be fully justified in going to war against Pakistan and/or launching a pre-emptive strike against all sources of aid to the insurgents in Kashmir.

The U.S. Government has exerted its influence in restraining this belligerent rhetoric. This, however, is but a minor reprieve. Despite the visit to Islamabad and Delhi last week of a high-level U. S. official mission, there is not the slightest sign yet of even a beginning being made towards a meaningful peace process, eliminating the danger of war. The present situation has made it abundantly clear that the status quo in Kashmir is both unjust and untenable. It has thus thrown into sharp relief the urgent need for India and Pakistan to settle the 43-year old Kashmir dispute on a just and lasting basis.

### Basis for a Peace Process

The question arises: what should be the point of departure for determining a just and lasting basis? The evident answer obviously is (a) the Charter of the United Nations which, in its very first article, speaks of "respect for the principles of equal rights and self-determination of peoples" and (b) the international agreements between the parties to the dispute.

India and Pakistan have concluded two agreements which fall in this context. The first is embodied in the resolutions adopted by the United Nations Commission for India and Pakistan (UNCIP) on 13 August 1948 and 5 January 1949. These resolutions constitute an agreement because,

unlike most resolutions of the Security Council or the General Assembly of the United Nations, their provisions were first negotiated with the parties and, in written statements, explicitly accepted by them. The text of these resolutions is given in Appendix I.

The second agreement is the one concluded at Simla on 2 July 1972. Its text is given in Appendix II.

The first agreement is written out in detail and is self-explanatory. Since it binds both India and Pakistan to respect the verdict of the people of Kashmir to be obtained through a free vote under the impartial supervision of the United Nations, India seeks to propagate the impression that it has been superseded by the Simla Agreement. This implies that the Simla Agreement addressed itself to the same issues as were covered by the UNCIP resolutions. That the implication is false can be readily seen from a comparison of the two texts. But if it were supposed to be true, it would run counter to a standing principle of international relations which is set out in Article 103 of the Charter of the United Nations (accepted by every Member of the United Nations, including India). The Article says:

"In the event of a conflict between the obligations of the Members of the United Nations under the present Charter and their obligations under any other international agreement, their obligations under the present Charter shall prevail".

#### *Relevance of Simla Agreement*

What, then, is the relevance of the Simla Agreement as far as instituting a peace process between India and Pakistan, fully recognizing Kashmir's inherent right of self-determination, is concerned?

The pertinent facts about the Agreement are:

-- It was concluded in the aftermath of the India-Pakistan war of 1971 over what is now Bangladesh. Pakistan had suffered a decisive military defeat and 93,000 Pakistani prisoners-of-war were in Indian captivity. The factor of duress is thus obvious.

(v) That they shall always respect each other's national unity, territorial integrity, political independence and sovereign equality;

(vi) That in accordance with the Charter of the United Nations they will refrain from the threat or use of force against the territorial integrity or political independence of each other.

Both Governments will take all steps within their power to prevent hostile propaganda directed against each other. Both countries will encourage the dissemination of such information as would promote the development of friendly relations between them.

In order progressively to restore and normalize relations between the two countries step by step, it was agreed that:

(i) Steps shall be taken to resume communications, postal, telegraphic, sea land including border posts, and air links including overflights.

(ii) Appropriate steps shall be taken to promote travel facilities for the nationals of the other country.

(iii) Trade and co-operation in economic and other agreed fields will be resumed as far as possible.

(iv) Trade and co-operation in economic and other agreed fields will be resumed as far as possible.

(v) Exchange in the fields of science and culture will be promoted.

In this connection delegations from the two countries will meet from time to time to work out the necessary details."

In order to initiate the process of the establishment of durable peace, both the Governments agree that:

(i) Pakistani and Indian forces shall be withdrawn to their side of the international border.

## Appendix II

### THE SIMLA AGREEMENT (1972)

The Government of Pakistan and the Government of India are resolved that the two countries put an end to the conflict and confrontation that have hitherto marred their relations and work for the promotion of a friendly and harmonious relationship and the establishment of durable peace in the subcontinent, so that both countries may henceforth devote their resources and energies to the pressing task of advancing the welfare of their peoples.

In order to achieve this objective, the Government of Pakistan and the Government of India have agreed as follows:

- (i) That the principles and purposes of the Charter of the United Nations shall govern the relations between the two countries;
- (ii) That the two countries are resolved to settle their differences by peaceful means through bilateral negotiations or by any other peaceful means mutually agreed upon between them. Pending the final settlement of any of the problems between the two countries, neither side shall unilaterally alter the situation and both shall prevent the organization, assistance or encouragement of any acts detrimental to the maintenance of peaceful and harmonious relations;
- (iii) That the pre-requisite for reconciliation, good neighborliness and durable peace between them is a commitment by both the countries to peaceful co-existence, respect for each other's territorial integrity and sovereignty and non-interference in each other's internal affairs, on the basis of equality and mutual benefit;
- (iv) That the basic issues and causes of conflict which have bedeviled the relations between the two countries for the last 25 years shall be resolved by peaceful means;

--Despite this circumstance, the Agreement nowhere precludes a settlement of the Kashmir dispute along the lines laid down by the United Nations with the consent of both India and Pakistan. Nor does it require that the United Nations be by-passed in the effort towards a settlement. On the contrary, it expressly says that the relations between the two countries shall be governed by the principles and purposes of the Charter of the United Nations. One of the basic principles of the Charter (Article 33) is to seek a solution of any dispute by negotiation, enquiry, conciliation, arbitration, judicial settlement, resort to regional agencies or arrangements or other peaceful means. The linked principle (Article 34) is that the Security Council may investigate any dispute and (Article 36) at any stage recommend appropriate procedures or methods of adjustment. The Agreement thus reinforces the obligations of both parties to achieve a settlement in accordance with the resolutions endorsed by the Security Council i.e. UNCIP resolutions and, if their bilateral efforts fail, to turn to the United Nations for assistance. Nothing would be more contrary to the Charter -- and, therefore, to the Simla Agreement itself -- than to bar recourse to the United Nations.

--The Agreement makes mention of "a final settlement of Jammu and Kashmir" as one of the objectives of the two parties. (The obvious meaning that there is an issue to be finally settled is being resisted by India)

--It provides that, pending the final settlement of any of the problems between the two countries, neither side shall unilaterally alter the situation. This is not a license for leaving problems unresolved. If anything, it implies a commitment to making efforts towards a final settlement.

--It says that "in Jammu and Kashmir, the line of control resulting from the cease-fire of 17 December 1971 shall be respected by both sides without prejudice to the recognized position of either side". To "respect" the line means not to cross it militarily; in other words, to maintain the cease-fire. It does not convert the line to a legally accepted international frontier. This is clear from the words that the "respect" will be "without prejudice to the recognized position of either side".

*Resolves to return in the immediate future to the subcontinent to discharge the responsibilities imposed upon it by the resolution of 13 August 1948 and by the foregoing principles."*

The position consistently maintained by Pakistan that the status of Kashmir shall be decided by an impartial plebiscite has been recognized by the United Nations and, as it is identical with the position which India itself originally assumed at the world body, it is reflected in twelve substantive resolutions of the Security Council. A position safeguarded by the phrase "without prejudice to" can hardly be deemed to have been abandoned.

-- In its preamble, the agreement states the resolve of the two governments to establish durable peace in the subcontinent. Durable peace results from settling the outstanding dispute, not from denying its existence.

#### *Plebiscite Agreement Not Superseded*

It is thus a misconception that the Simla Agreement has in any way superseded the resolutions of the United Nations Commission for India and Pakistan accepted by both parties. Nor can it be perceived to have narrowed the gulf between them and, to that extent, simplified the task of evolving a settlement. Even if it had done so, its impact on the Kashmir situation would have been open to question. Nothing in international law confers on two parties the authority to make decisions or conclude agreements which adversely affect the rights of a third. The third party here is the people of Kashmir.

#### *Stress on Simla Agreement : Why?*

In ignorance or disregard of all these facts and their logical corollaries, the recommendation is being currently made by some governments friendly to both India and Pakistan ( including- the U.S.) that the two countries must resolve the Kashmir problem in accordance with the Simla Agreement of 1972. Why is that Agreement put in the forefront rather than the UNCIP resolutions?

There can be several explanations. One is deference to India because of its superior might. If this motivates the current U.S. diplomatic stance, it is, to say the least, undignified and contrary to the enduring principles

(a) There is no threat, coercion or intimidation, bribery or other undue influence on the voters in the plebiscite.

(b) No restrictions are placed on legitimate political activity throughout the State. All subjects of the State, regardless of creed, caste or party, shall be safe in expressing their views and in voting on the question of the accession of the State to India or Pakistan. There shall be freedom of the Press, speech and assembly and freedom of travel in the State, including freedom of lawful entry and exit;

(c) All political prisoners are released;

(d) Minorities in all parts of the State are accorded adequate protection; and

(e) There is no victimization.

8. The Plebiscite Administrator may refer to the United Nations Commission for India and Pakistan problems on which he may require assistance, and the Commission may in its discretion call upon the Plebiscite Administrator to carry out on its behalf any of the responsibilities with which it has been entrusted;

9. At the conclusion of the plebiscite, the Plebiscite Administrator shall report the result thereof to the Commission and to the Government of Jammu and Kashmir. The Commission shall then certify to the Security Council whether the plebiscite has or has not been free and impartial;

10. Upon the signature of the truce agreement, the details of the foregoing proposals will be elaborated in the consultations envisaged in part III of the Commission's resolution of 13 August, 1948. The Plebiscite Administrator will be fully associated in these consultations;

*Commends* the Government of India and Pakistan for their prompt action in ordering a cease-fire to take effect from one minute before mid-night of 1 January 1949, pursuant to the agreement arrived at as provided for by the Commission's resolution of 13 August 1948; and

of U.S. policy towards all situations which involve inalienable human rights. Another reason can be the impression that the Simla Agreement, being of more recent origin than the UNCIP resolutions, might be more effective in activating the peace process. This is wrong in view of the fact that, for 18 years, the Agreement has signally failed to shake India out of its obdurate refusal to negotiate a settlement of the Kashmir problem. The current Indian position is that India is prepared to talk but there is nothing to talk about except how to crush the insurgency in Kashmir and perpetuate the status quo.

If non-implementation were to render an agreement defunct, then the Simla Agreement is in no better state than the earlier, far more concrete and comprehensive agreement painstakingly worked out by the United Nations and concluded under its auspices and with direct U.S. participation in 1948-49. If passage of time were allowed to extinguish solemn international agreements, then the Simla Agreement has already suffered the same fate as the UNCIP resolutions. If, however, agreements are to be revived, then why one and not also the other?

It seems that the Simla Agreement is being invoked because of lack of knowledge about its actual terms and the circumstances in which it was signed. India is taking full advantage of this factor to spread the misinformation that the Simla Agreement sanctions the perpetuation of the status quo in Kashmir and absolves her from the responsibility of striving for a settlement of the dispute. By citing the Simla Agreement at this stage, or encouraging others to do so, India obviously seeks to prevent those basic issues of the dispute being addressed that were fully taken into account by the United Nations. The agreement is pressed into service as a formula for evasion.

### *The Real Issue*

A sincere and serious effort towards a just settlement of the Kashmir dispute must squarely deal with the realities of the situation and fully respond to the people's rights involved in it. The Simla Agreement does neither. Indeed, it was not intended to do so; at best, it is reticent on the issues that need to be grappled with. A peace process mounted on its fragile platform is bound to collapse. Indeed, any process that ignores the

wishes of the people of Kashmir and is designed to sidetrack the United Nations will not only prove to be an exercise in futility but can also cause incalculable human and political damage.

May 1990

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(c) The Plebiscite Administrator shall have authority to appoint such staff of assistants and observers as he may require;

4. (a) After implementation of parts I and II of the Commission's resolution of 13 August, 1948, and when the Commission is satisfied that peaceful conditions have been restored in the State, the Commission and the Plebiscite Administrator will determine, in consultation with the Government of India, the final disposal of Indian and State armed forces, such disposal to be with due regard to the security of the State and the freedom of the plebiscite;

(b) As regards the territory referred to in A.2 of Part II of the resolution of 13 August, final disposal of the armed forces in that territory will be determined by the Commission and the Plebiscite Administrator in consultation with the local authorities;

5. All civil and military authorities within the State and the principal political elements of the State will be required to cooperate with the Plebiscite Administrator in the preparation for and the holding of the plebiscite;

6. (a) All citizens of the State who have left it on account of the disturbances will be invited and be free to return and to exercise all their rights as such citizens. For the purpose of facilitating repatriation there shall be appointed two Commissions, one composed of nominees of India and the other of nominees of Pakistan. The Commissions shall operate under the direction of the Plebiscite Administrator. The Governments of India and Pakistan and all authorities within the State of Jammu and Kashmir will collaborate with the Plebiscite Administrator in putting this provision into effect;

(b) All persons (other than citizens of the State) who on or since 15 August, 1947 have entered it for other than lawful purposes, shall be required to leave the State;

7. All authorities within the State of Jammu and Kashmir will undertake to ensure, in collaboration with the Plebiscite Administrator, that;



### PART III

The Government of India and the Government of Pakistan reaffirm their wish that the future status of the State of Jammu and Kashmir shall be determined in accordance with the will of the people and to that end, upon acceptance of the truce agreement, both Governments agree to enter into consultations with the Commission to determine fair and equitable conditions whereby such free expression will be assured.

*Resolution Adopted by the United Nations Commission for India and Pakistan on January 5, 1949*

"The United Nations Commission for India and Pakistan,

*Having received from the Governments of India and Pakistan, in communications dated 23 December and 25 December, 1948 respectively, their acceptance of the following principles which are supplementary to the Commission's resolution of 13 August, 1948:*

1. The question of the accession of the State of Jammu and Kashmir to India or Pakistan will be decided through the democratic method of a free and impartial plebiscite;
2. A plebiscite will be held when it shall be found by the Commission that the cease-fire and the truce arrangements set forth in parts I and II of the Commission's resolution of 13 August, 1948 have been carried out and arrangements for the plebiscite have been completed;
3. (a) The Secretary-General of the United Nations will, in agreement with the Commission, nominate a Plebiscite Administrator who shall be a personality of high international standing and commanding general confidence. He will be formally appointed to office by the Government of Jammu and Kashmir;

(b) The Plebiscite Administrator shall derive from the State of Jammu and Kashmir the powers he considers necessary for organizing and conducting the plebiscite and for ensuring the freedom and impartiality of the plebiscite;

### Appendix I

*Resolution adopted by the United Nations Commission for India and Pakistan on August 13, 1948*

The United Nations Commission for India and Pakistan,

*Having given careful consideration to the points of view expressed by the representatives of India and Pakistan regarding the situation in the State of Jammu and Kashmir, and*

*Being of the opinion that the prompt cessation of hostilities and the correction of conditions the continuance of which is likely to endanger international peace and security are essential to implementation of its endeavors to assist the Governments of India and Pakistan in effecting a final settlement of the situation,*

*Resolves to submit simultaneously to the Governments of India and Pakistan the following proposal:*

#### PART I

##### Cease-fire Order

A. The Governments of India and Pakistan agree that their respective High Commands will issue separately and simultaneously a cease-fire order to apply to all forces under their control in the State of Jammu and Kashmir as of the earliest practicable date or dates to be mutually agreed upon within four days after these proposals have been accepted by both Governments.

B. The High Commands of the Indian and Pakistani forces agree to refrain from taking any measures that might augment the military potential of the forces under their control in the State of Jammu and Kashmir.



(For the purpose of these proposals forces under their control shall be considered to include all forces, organized and unorganized, fighting or participating in hostilities on their respective sides.)

C. The Commanders-in-Chief of the forces of India and Pakistan shall promptly confer regarding any necessary local changes in present dispositions which may facilitate the cease-fire.

D. In its discretion and as the Commission may find practicable, the Commission will appoint military observers who, under the authority of the Commission and with the co-operation of both Commands, will supervise the observance of the cease-fire order.

E. The Government of India and the Government of Pakistan agree to appeal to their respective peoples to assist in creating and maintaining an atmosphere favorable to the promotion of further negotiations.

## PART II

### Truce agreement

Simultaneously with the acceptance of the proposal for the immediate cessation of hostilities as outlined in part I, both Governments accept the following principles as a basis for the formulation of a truce agreement, the details of which shall be worked out in discussion between their representatives and the Commission.

#### A.

1. As the presence of troops of Pakistan in the territory of the State of Jammu and Kashmir constitutes a material change in the situation since it was represented by the Government of Pakistan before the Security Council, the Government of Pakistan agrees to withdraw its troops from that State.

2. The Government of Pakistan will use its best endeavors to secure the withdrawal from the State of Jammu and Kashmir of tribesmen and

Pakistani nationals not normally resident therein who have entered the State for the purpose of fighting.

3. Pending a final solution, the territory evacuated by the Pakistani troops will be administered by the local authorities under the surveillance of the Commission.

#### B.

1. When the Commission shall have notified the Government of India that the tribesmen and Pakistani nationals referred to in parts II. A. 2 hereof have withdrawn, thereby terminating the situation which was represented by the Government of India to the Security Council as having occasioned the presence of Indian forces in the State of Jammu and Kashmir, and further, that the Pakistani forces are being withdrawn from the State of Jammu and Kashmir, the Government of India agrees to begin to withdraw the bulk of its forces from that State in stages to be agreed upon with the Commission.

2. Pending the acceptance of the conditions for a final settlement of the situation in the State of Jammu and Kashmir, the Indian Government will maintain within the lines existing at the moment of the cease-fire the minimum strength of its forces which in agreement with the Commission are considered necessary to assist local authorities in the observance of law and order. The Commission will have observers stationed where it deems necessary.

3. The Government of India will undertake to ensure that the Government of the State of Jammu and Kashmir will take all measures within its power to make it publicly known that peace, law and order will be safeguarded and that all human and political rights will be guaranteed.

#### C.

1. Upon signature, the full text of the truce agreement or communique containing the principles thereof as agreed upon between the two Governments and the Commission, will be made public.



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—— an organization of American citizens of Kashmir origin ——*

## Kashmir Perspectives #1

The Kashmir dispute primarily involves the life and future of the people of the land. Because of its impact on relations between India and Pakistan, however, it directly affects the peace and stability of the South-Asian subcontinent. This is a region which contains a large segment of the human race.

Two wars have been the harvest reaped from the dispute. The possibility of a third, bloodier and more extensive, has by no means been eliminated.

The dispute is not insoluble through peaceful procedures. It appears to be so only because the obduracy of one of the parties is encouraged by the apathy of the world outside.

To cover its wrongful occupation of Kashmir, India has skillfully propagated a series of myths about the genesis and nature of the dispute. Recently, a cordon has been added to the smokescreen. Having decided that it cannot bear exposure in the international media, India has expelled all foreign reporters and journalists from Kashmir.

We, Americans of Kashmiri origin, believe that the United States can, and should, lead the effort to achieve a fair and lasting settlement of the dispute—fair to the people most immediately involved and fair to its own commitments to democracy and human rights. By doing so, our country can strengthen the principles of a just world order. It will also earn the gratitude of generations in Kashmir, in Pakistan and even in India itself.

'Kashmir Perspectives' will try as best it can to present facts and the perceptions of the people of Kashmir about the situation in which, for no fault of theirs, they have been trapped. Should these exposures encourage the reader to study the case independently, the editors will be gratified.

## Kashmir: A Summary

### *Location:*

Heart of Asia, with historical links to both South and Central Asia. Surrounded by Pakistan, Afghanistan, China and India.

### *Area:*

86,000 square miles, more than three times the size of Belgium, the Netherlands and Luxembourg combined.

### *Population:*

12 million (estimate) including 1.5 million refugees in Pakistan and 0.4 million expatriates.

### *Status:*

Historically independent, except in the anarchical conditions of late 18th and the first half of 19th century and when incorporated in the vast empires set up by the Mauryas (3rd century BC), the Mughals (16th to 18th centuries) and the British (mid-19th to mid-20th centuries). All these empires included not only present-day India and Pakistan but other countries as well. Under the British, Kashmir had internal autonomy.

### *Present Status:*

In dispute since 1947. 63% of the area occupied by India.

### *Cause of Dispute:*

India's claim that Kashmir is Indian territory. The claim is rejected by the people of Kashmir, challenged by Pakistan. It has never been accepted by the United Nations, never legally validated.

### *Solution:*

Demilitarization of Kashmir (through withdrawal of all outside forces) followed immediately by a plebiscite under impartial control to determine the future status of Kashmir.

### *Great Power Policies:*

When the dispute was first brought to the United Nations, the Security Council, with the firm backing of the United States, urged the solution described above. At that time, the Soviet Union did not dissent from it. Later, because of the cold war, the Soviet Union blocked every resolution of the Council calling for implementation of the settlement plan.

### *Likely Possibilities:*

Only two. Either ascertaining the wishes of the people about their future and acting accordingly or the continuance of the status quo with violent repression and the spectre of carnage in the Indian-occupied part and chronic conflict and the danger of war in the subcontinent of South Asia.

—Those injured by the Indian army firing are removed to hospitals in Jammu where, under the pretext of lack of medicines, their limbs are amputated.

—It has intensified its scorched earth policy by setting afire more than 6,000 homes in 28 localities in the valley. According to eyewitness accounts, the Indian occupation forces that set the homes afire prevented fire-fighters and other relief personnel from reaching the affected areas.

—To give the uprising the color of violent religious strife, the Indian authorities have engineered the evacuation from the Vale of Kashmir of a major proportion of the Hindu community by creating a scare and then providing transport and financial aid for their flight to Jammu or Delhi. Parallel to this scheme is the importation into the State of armed gangs of extreme right-wing and Hindu fundamentalist organizations, the Shiv Sena and RSS. The stage is thus set for raping and mass slaughter for which India will be quick to put the blame on 'Muslim fanatics and militants.'

—Some of the actions of the Indian authorities were sketchily reported by the world media in January 1990. India then clamped strict censorship on the news and barred the entry of all foreign reporters into the occupied area; as many as 30 foreign journalists were expelled from the State. The only press despatches India allows are those filed by Indian correspondents after official briefings. The technique adopted is not to deny occurrences completely, but to minimize the deaths resulting from them. Up to the end of March 1991, the Indian version put the recent death toll at 1860.

#### Conclusion

Much inhumanity, continuous violation of basic rights, frequent massacres, constant fear, hunger and misery—these are the gifts Indian occupation is bringing to Kashmir. For the populous South Asian sub-continent, the Kashmir situation entails recurrent possibility of disaster and war. There is only one way out: the way of just and honorable peace, the way chalked out in the international agreement regarding Kashmir that future of Kashmir will be decided by the people of Kashmir through a fair and impartial plebiscite under the auspices of the United Nations. Only the exertion of the necessary moral pressure by the world powers will lead the parties to that way.

March, 1991

## Facts About Kashmir

### *Location and Size*

Kashmir is situated in the extreme north of the India-Pakistan sub-continent and at the southern point of Central Asia. With an area of 86,000 square miles and a population currently estimated at around 12 million, it is surrounded by four countries: China, Afghanistan, Pakistan and India, with the narrow Wakhan strip (in Afghanistan) separating it from the Soviet Union. Its rivers flow into Pakistan; its traditional highways led there; it is also with Pakistan that it shares the larger part of its border. In its middle is the Vale of Kashmir, famed for its scenic beauty. Compared to the existing 160 sovereign states in the world taken individually, Kashmir is larger than 68 and more populous than 90.

### *Present Status*

The cease-fire line between the forces of India and Pakistan has currently divided Kashmir into two parts. One is under Indian occupation: this comprises 63% of the whole territory and includes the Vale; it has a population of around 7 million. The other, with around 2.5 million people, includes Azad (free) Kashmir, which is under indirect Pakistani control, and the northern region of Gilgit and Baltistan, which is directly administered by Pakistan. About 1.5 million Kashmiris are refugees in Pakistan; some 300,000 live in Britain and about 100,000 are scattered around the world. The present arbitrary bifurcation of Kashmir has divided thousands of Kashmir families.

### *Modern History*

A society with a settled historical continuity of its own, Kashmir has been independent over long periods of time spanning centuries. During the colonial era, however, it was one of the principalities called States which were ruled by hereditary feudal chiefs (Maharajahs or Nabobs) and granted internal autonomy by Britain as the paramount power. The Maharajah of Jammu and Kashmir (the official name given to the State) was the descendant of a free-booter who obtained the territory from the British East India Company in return for the payment of a sum of money in 1846. The resentment of the people of

Kashmir at having been treated as chattel by this sale-deed remained inarticulate during the early colonial period but exploded in a freedom movement in 1931. It led to the 'Quit Kashmir' campaign against the Maharajah in 1946 and to the Azad Kashmir movement which gained momentum a year later. The first armed encounter between the Maharajah's troops and insurgent forces occurred in August 1947.

At this time, Britain was liquidating its empire in the subcontinent. The tripartite agreement of Britain, the National Congress (representing Hindus) and the Muslim League (representing Muslims) partitioned British India into two independent countries: one comprising Hindu-majority areas which retained the name 'India' and the other including Muslim-majority areas which named itself Pakistan. As this settlement also meant the end of British paramountcy over the autonomous principalities called States, these were supposed either to merge with one of the two countries in accordance with the wishes of the people and the principle of partition (Hindu-majority States with India and Muslim-majority States with Pakistan) or elect to remain independent. Kashmir was a predominantly Muslim-majority State; besides, it was far more contiguous with Pakistan than with India. It was, therefore, expected either to accede to Pakistan or to remain independent. But the Maharajah was Hindu and he rejected both these options.

Faced with the insurgency of his people, which had been joined by a few hundred civilian volunteers from Pakistan, he fled the capital, Srinagar, on 25 October 1947 and arranged that India send its army to help him crush the rebellion. India, coveting the territory, set one condition on its armed intervention. The condition was that the Maharajah must sign an Instrument of Accession to India. He promptly did so on 26 October and India flew its troops into the State the next day.

Thus as a war-lord in 1846 had acquired Kashmir as his fief through a sale-deed, so his descendant in 1947 transferred Kashmir as a property to India. Though a hundred and one years apart, the two acts were identically colonialist in nature, provoking the same popular outrage. One difference, however, was that the first took place in the colonial era and required no legitimacy; the second occurred in the post-colonial age after the coming into force of the United Nations Charter.

children; fanatics do not look to the United Nations to achieve a peaceful, rational settlement.

How India has responded to the uprising and is still reacting to it is clear from the following:

—From July 1988 to December 1989, the Indian troops killed more than 300 Kashmiris, including five women students at a college who were shot dead in September 1988.

—From January 1990 to 10 March 1991—the latest date upto which corroborated estimates are available—there have been several massacres with the death-toll exceeding 7,000. The victims of Indian army atrocities include the aged, women and children. In many cases, Indian troops went on rampage in Srinagar and other villages, as they raided houses without warning, they raped several women, including a young bride on her wedding day.

—A practice maintained by the Indian troops is that of dumping in government warehouses the bodies of those killed and handing them over to the near of kin at night with strict orders to arrange burials in the dark. But the practice is not consistently observed. In one instance, Indian soldiers killed 25 Kashmiri freedom fighters and tried to destroy the evidence by throwing the bodies into the river. The people, however, recovered 15 bodies.

—Since the start of the current uprising, over 25,000 Kashmiris, mostly young men and women, have been imprisoned by the Indian occupation forces. From among them, about 5,000 have been kept in torture cells. Those regarded not worthy of the labor and expense of extreme torture are subjected to other kinds of treatment. A favorite exercise of the Indian authorities is to strip young men and women of their clothing and to photograph them naked in order to blackmail their families and extort information about the organization of the uprising.

—Dawn-to-Dusk curfews, with shoot-at-sight orders, have been, and are being, imposed on entire cities and towns frequently; the suffering and hardship resulting from the people's inability to obtain the necessities of daily life and medical help is easily imaginable. This inhuman policy of virtually turning the homes of people into prisons and banning the freedom of physical movement for the whole population was maintained through a 24-hour curfew lasting as long as 13 days from 3 to 17 April 1990. Countless deaths of the sick and the infirm have been the result.

—It has subverted Kashmir's traditional autonomy by bringing its judiciary and administrative services at the higher level under the total control of the Government in Delhi.

—Over the 42 years of occupation, India has so managed Kashmir's economy as to make it dependent on Indian subsidies and supplies of basic necessities like food; except in a southern pocket adjacent to India, not even a beginning has been made towards industrialization; the object of turning Kashmir into a deficit area is to impose severe economic penalty on its release from Indian occupation.

—Compared to Azad (free) Kashmir, which has a 56% literacy rate and a per capita income of \$450, Indian-occupied Kashmir has a literacy level of 26% and per capita income of \$260, even though it is the latter which contains the traditionally more settled and developed parts of the State.

—To make the Kashmir dispute as unamenable to a rational solution as it can, India has taken advantage of the undemarcated frontier with China in the north-east and militarily asserted claims which are challenged by China.

### *The Current Mass Uprising*

Kashmir could not remain untouched by the tide of freedom which has rolled across the world, sweeping away the Soviet military invasion of Afghanistan, South Africa's 70-year old rule over Namibia and unpopular establishments in Eastern Europe. Inspired by it and also encouraged by the emergence from limbo of the United Nations as a central peace-making agency, the people of Kashmir have intensified their struggle against the unwanted and tyrannical Indian occupation. Their uprising entered into its current phase in July 1988. The scale of the popular backing for it can be judged from the established fact that, on two occasions recently, virtually the entire population of Srinagar came out on the streets in an unparalleled demonstration of protest against the oppressive status quo. The further fact that they presented petitions at the office of the United Nations Military Observers Group shows the essentially peaceful nature of the aims of the uprising and its trust in justice under international law. India has tried to portray the uprising as the work of terrorists or fanatics. Terrorists do not compose an entire population, including women and

### *Accession Provisional*

Though long planned and swiftly executed, the annexation of Kashmir could not be a simple affair for India. First, there was the incongruity of the act which clearly violated the principle of partition. Secondly, while accepting the instrument of accession from the Maharajah, India did not wish to jeopardize its chances of annexing two other principalities or States (Hyderabad and Junagadh) which, in contrast with Kashmir, had Hindu majorities but Muslim rulers. It had a stake, therefore, in ostensibly preserving the principle that in cases of conflict between the ruler's and the people's wishes, the latter must prevail. Under these compulsions, India had to attach a condition to the transaction with the Maharajah: the accession was made subject to "reference to the people". On India's own showing, therefore, the accession had a provisional character; one official representative of India at the United Nations termed it "tentative".

### *Kashmir Question at the United Nations*

Between October and December 1947, the Azad Kashmir forces successfully resisted India's armed intervention and liberated one-third of the State. Realizing that it could not quell the resistance, India brought the issue to the United Nations in January 1948. As the rebel forces had been undoubtedly joined by volunteers from Pakistan, India charged Pakistan with having sent "armed raiders" into the State and urged that the United Nations call upon Pakistan to withdraw them. This was coupled with the assurance that, once the "raiders" were withdrawn, India would enable a plebiscite being held under impartial auspices to decide Kashmir's future status. In reply, Pakistan charged India with having manoeuvred the Maharajah's accession through "fraud and violence" and with collusion with a "discredited" ruler in the repression of his people. Pakistan's counter-complaint was also coupled with the proposal of a plebiscite under the supervision and control of the United Nations to settle the dispute.

The Security Council discussed the question exhaustively from January to April 1948. It came to the conclusion that it would be impossible to determine responsibility for the fighting and futile to blame either side. Since both parties desired that the question of accession should be decided through an impartial plebiscite, the Council developed proposals based on the common ground between them. These



were embodied in the resolution of 21 April 1948 envisaging a ceasefire, the withdrawal of all outside forces from the State and a plebiscite under the control of an administrator who would be nominated by the Secretary General. For negotiating the details of the plan, the Council appointed a five-member Commission (including the United States) which proceeded to the subcontinent in July.

### *The International Agreement*

The United Nations Commission for India and Pakistan (UNCIP) worked out the concrete terms of settlement in close and continuous consultations with both sides. These were crystallized in two resolutions adopted on 13 August 1948 and 5 January 1949. As both governments formally signified their acceptance of the Commission's proposals, they constituted an international agreement as binding as a treaty. A cease-fire was immediately enforced. The Commission then started negotiations to draw up a plan for the withdrawal of Indian and Pakistani armies from the State in a manner and sequence that would not cause disadvantage to either side or imperil the freedom of the plebiscite. Meanwhile, a distinguished American, Admiral Chester Nimitz, was designated as the Plebiscite Administrator.

### *Cause of Stalemate*

Progress towards a solution was, however, blocked by India's refusal to accept that the withdrawal of forces on the two sides should be balanced and synchronized. When President Truman and Prime Minister Attlee (of Britain) appealed that the points at issue be submitted to arbitration by the Plebiscite Administrator designate and India turned down the appeal, the Commission terminated its mediatory mission. From 1950 to 1957, a succession of Presidents of the Security Council or United Nations representatives—General MacNaughton (Canada), Owen Dixon (Australia), Frank Graham (United States) and Gunnar Jarring (Sweden) made intense efforts to secure India's agreement to stage-by-stage demilitarization of the State so that a free plebiscite could be held. They all failed, as did informal mediators like the Prime Ministers of the Commonwealth countries.

### *Impact of the cold war*

A development that hardened India's stance was Pakistan's joining military pacts sponsored by the United States. From 1955, India took

the position that, in view of this alliance, it could no longer countenance the withdrawal of its forces from Kashmir. To repeated pleas that the withdrawal was not meant to be unilateral in any case but would be co-ordinated with that by Pakistan, its response remained immovably negative. India found a ready supporter for this position in the Soviet Union which, after 1958, blocked every attempt by the Security Council to unfreeze the situation and implement the peace plan originally accepted by both parties. This caused the paralysis of the Security Council on Kashmir—a condition which has lasted from 1958 to this day.

Not even two full-scale wars between India and Pakistan in 1965 and 1971 served to shake this imbroglio.

### *The situation in Kashmir*

India's occupation of Kashmir has thus been left undisturbed by the international community, even though its validity has never been accepted. At no stage, however, have the people of Kashmir shown themselves as reconciled to it. There have been several uprisings, notably in 1953 and 1964, and even the relatively calmer interludes have witnessed continuous peaceful protest met with unrelenting force. Kashmir's record of opposition to the rule foisted on it can by no standard be reckoned as less genuinely demonstrated than that of, say, East Germany, Czechoslovakia, Poland or Hungary. But while the popular revolt in the countries of Eastern Europe has been observed and reported by the international media, that in Kashmir has remained largely hidden from the world's view. Some of the facts of the situation are:

- India maintains a large and highly visible military presence in Kashmir; the troops stationed there exceed 200,000; these are supplemented by para-military forces, the Central Reserve Police and the Border Security Force, who are thugs in uniform and equipped with state-of-the-art torture machines.
- There are 16 Indian secret service agencies operating ubiquitously to spy on the 7 million citizens.
- The number of those killed, maimed, tortured, illegally imprisoned or condemned to starvation by being robbed of their living by the Indian authorities runs into many thousands.
- By setting one million non-Kashmiris in the State, India has altered its demographic composition, reducing the ratio of Muslims in the population.



Kashmir Information Center  
733 15th Street, N.W.  
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# KASHMIR UNDER SIEGE

MASSIVE VIOLATIONS OF HUMAN RIGHTS

*Kashmir Information Center is run by Kashmiri American Council,  
— an organization of American citizens of Kashmir origin —*



## Kashmir: A Summary

### *Location:*

Heart of Asia, with historical links to both South and Central Asia. Surrounded by Pakistan, Afghanistan, China and India.

### *Area:*

86,000 square miles, more than three times the size of Belgium, the Netherlands and Luxembourg combined.

### *Population:*

12 million (estimate) including 1.5 million refugees in Pakistan and 0.4 million expatriates

### *Status:*

Historically independent, except in the anarchical conditions of late 18th and the first half of 19th century and when incorporated in the vast empires set up by the Mauryas (3rd century BC), the Mughals (16th to 18th centuries) and the British (mid-19th to mid-20th centuries). All these empires included not only present-day India and Pakistan but other countries as well. Under the British, Kashmir had internal autonomy.

### *Present Status:*

In dispute since 1947. 63% of the area occupied by India.

### *Cause of Dispute:*

India's claim that Kashmir is Indian territory. The claim is rejected by the people of Kashmir, challenged by Pakistan. It has never been accepted by the United Nations, never legally validated.

### *Solution:*

Demilitarization of Kashmir (through withdrawal of all outside forces) followed immediately by a plebiscite under impartial control to determine the future status of Kashmir.

### *Great Power Policies:*

When the dispute was first brought to the United Nations, the Security Council, with the firm backing of the United States, urged the solution described above. At that time, the Soviet Union did not dissent from it. Later, because of the cold war, the Soviet Union blocked every resolution of the Council calling for implementation of the settlement plan.

### *Likely Possibilities:*

Only two. Either ascertaining the wishes of the people about their future and acting accordingly or the continuance of the status quo with violent repression and the spectre of carnage in the Indian-occupied part and chronic conflict and the danger of war in the subcontinent of South Asia.

## Kashmir Perspectives #5

### KASHMIR UNDER SIEGE

#### Massive Violations of Human Rights

The following are excerpts from a report by a non-Muslim Indian human rights organization on violations of human rights in Kashmir. It consisted of Justice A. S. Bains (setd.), Chairman; Major General Narinder Singh (ret'd.), Vice-Chairman; Dr. Sukhjit Kaur Gill, Vice-Chairman; and Balwant Singh Dhillon, Advocate, Secretary and it arrived Srinagar on 21 March, 1990. The team visited Baramulla, Sopore, Handwara, and Srinagar. It met a cross section of all people including Kashmiri Pundits (Hindus) and Kashmiri Sikhs. (The full 59-page report is available on request).

Much of the report documents repeated instances of unprovoked deadly firing by soldiers and paramilitary police on peaceful mass demonstrations and on unarmed Kashmiris individuals. While some such examples are included here, the excerpts below focus on the question of "communalism". India claims that the violence in Kashmir is primarily "communal" -- that is, that it results from intolerance and hatred between religious or ethnic communities. This report makes clear, however, the finding of impartial outside observers that, on the contrary, there is communal harmony in Kashmir, that India has tried to incite communal discord, and the fundamental dispute concerns not religion or ethnicity but national self-determination.

#### State of Seige

Srinagar presented a deserted look. Men of the paramilitary forces were posted at different points. All shops were closed. Kashmir valley is more or less under curfew for the last four months. Business had suffered. Poor people are the worst sufferers and are on the verge of starvation.

#### *Reasons for the Uprising*

Kashmir valley is reeling under the state repression of para-military forces. Almost for the last 4 months the valley is under curfew. Hundreds

of Kashmiris are detained, many are killed after torture and unprovoked firings by the para-military forces. People are suffering and the situation is reaching a point of no return. The problem is political but is being tackled as a law and order problem.

We did not meet a single Muslim who is for India. The overwhelming majority want independence. The huge demonstrations were peaceful. People were unarmed but all shouted anti-India slogans and wanted Independence.

How long can they be kept under siege with force? People's will must prevail ultimately. They are a distinct people, they have their separate culture, different ethnic origin, common psychology, distinct geographical area and common economic pursuit. There is nothing in common between the Kashmiri people and those of the other parts of India.

Their agitation is peaceful except the incidents of individual killings of police-informers, personnel of para-military forces and some corrupt civil officers. There can be unity in diversity only on voluntary basis but not by force. India supported freedom movements in South Africa under Nelson Mandela. Under what logic does it suppress the freedom movement of Kashmiris?

Unity in diversity is possible on the basis of equality and justice: political, social and economic. The Government of India has miserably failed in this respect although it is the mandate of the Constitution.

Dissent is controlled for some time by force but not for all times and it becomes counter productive. This is what has happened in Kashmir. Plebiscite was agreed to by India but not implemented. Kashmiri people are totally alienated. In such situation it is prudent to ascertain the will of the people as required under U.N. resolution.

The entire Muslim population is for liberation from India. Sikhs and the Kashmiri Pandits [Hindus] who are still in the valley also do not oppose independence.

Although there has been a latent anti-Indian feeling since quite some time past there have been no incidents of communal nature in Kashmir

## **Publications of Kashmiri American Council:**

1. Facts About Kashmir
2. U.S. Can Help Prevent Killings in Kashmir
3. Yes, United States can Help Stop Killings in Kashmir
4. Peace Over Kashmir: The Simla Agreement: Help or Hindrance ?
5. Right of Self-Determination
6. Kashmir : Is It A Religious Issue?
7. India's Position Over Kashmir
8. Kashmir under Siege: Massive Violations of Human Rights
9. Monthly Kashmir Report

## IT IS TIME THAT YOU LISTENED TO THE CRIES OF PAIN ...

Kashmir is bleeding...the Indian Occupation Forces are inflicting indescribable sufferings on the people of Kashmir. India, the self-styled democracy, has violated all norms of civilized and rational behavior: thousands of innocent Kashmiris have been killed and wounded. Babies are dying for want of milk.

Is world conscience is asleep?

Do not become among those who do not care for their fellow-beings. Please answer the call to reduce the anguish of the people of Kashmir.

We can provide most current information on the issue and can send knowledgeable speakers to your community meetings.

please contact:

Ghulam Nabi Fai

Executive Director

KASHMIRI-AMERICAN COUNCIL

733 15TH STREET, NW, Suite 1100

WASHINGTON D.C. 20005

TEL: (202) 628-6789

and the militant organizations have not so far killed innocent Hindus or Sikhs. The main targets of the militants are Central Government symbols, corrupt officers, para-military forces, informers of the police, and political enemies.

Nobody brought to our notice any innocent killing, cases of abduction or rape of a Kashmiri Pundit or Sikh by the militants. Uncertain political future and psychological fear is the reason given by Kashmiri Pundits when asked why many of their brothers have left the valley.

The non-implementation of the United Nations resolution for a plebiscite and sabotage of the democratic process of free and fair elections thus denying these basic human rights and repression of Kashmiri people forms the genesis of the current problem.

In Sopore, the team saw 50 houses of the Kashmiri Pundits [Hindus]. There was no damage to any house and they were intact. Some of the persons who met us were in Government service, one a shopkeeper and one advocate. According to them, there was no eve-teasing [sexual harassment of women], misconduct by Muslims towards the Pundit ladies, girls, or men. They were emphatic that they would not leave the Valley as it is their home. They too were for independence of Kashmir from India.

The lawyers of the Bar Association, Sopore, said that the Kashmiris want independence. Their civil rights have been taken away. People are being killed in interrogation centers. There are no medicines, no food in the stores, schools are closed. Youth are arrested. Women are man-handled during searches. Hindus are instigated to migrate to give the freedom struggle a communal color. Muslims are not enrolled in the Government services.

Shri R.K. Kachhru, advocate, (a Hindu attorney) who is Vice-President of the Sopore Bar Association, says, "The people of Kashmir are the most peace-loving people of the country. We all are living here as brothers with due regard to the feelings and sentiments of each other. The minority [i.e. Hindu and Sikh] community has not been harassed by anybody here."

### *Individual Testimonies*

Abdull Gani Mattoo narrated the story of the death of his son Mushtaq Ahmad, age 21: "He was shot dead by the CRPF [Central Reserve Police Force, a paramilitary force] jawans [soldiers] just outside his house on 8 January 1990 at 10:30 a.m. Mushtaq Ahmad was running his own shop and was a matriculate, (a high school graduate). He was not connected with any unlawful activity. A radio announcement was made, that the police had to open fire on a crowd, who were looting the bank. But there is no bank in the vicinity."

"I lodge my protest through your organization and want you to make it clear to the world how the propounders of Gandhian thoughts have suppressed the basic rights of Kashmiris and are grinding them under their rifle butts."

Ghulan Ahmad, aged about 35 years, teacher, stated: "For the last four months, no life saving drugs and other medicines are available in the Valley. The Government is unnecessarily giving a communal touch to the whole situation and the same is the attitude of the Indian press. The Governor [Jagmohan] also encouraged the Hindu employees to shift to Jammu and their salaries are being disbursed there without their doing any worthwhile work. All the educational institutions are occupied by the para-military forces and there is no teaching in schools."

Dinesh Kumar, (a Hindu) shopkeeper, stated that there is no tension between communities and it is Government policy to shift Hindus to create law and order situation in Kashmir. He is a Hindu Kashmiri and he wants Kashmir's independence.

Jagan Nath Sharma, Pirthvi Nath, Gopinath Lamberdar, Makhan Lal Raina [Hindus], during talks mentioned that there is communal harmony. They gave protection to more than one thousand Muslims in their homes during the firings. There is one Summer Hill Public School run by Brij Nath [Hindu] who is the Principal and Joginder Nath Raina [Hindu]. They have no complaint against the Muslims. According to them there is communal harmony.

homes. "We are all Kashmiris and we can guarantee better security to them than all the so-called security forces put together." The Kashmiri Muslims contention is that their brother Kashmiri Pandits are being deliberately evacuated to communalize the situation in the Valley in particular and outside too. According to them, the administration has been creating panic amount the Pandits that there was going to be a massive house-hunting in the coming operations for pro-Pakistan militants. "Security forces will have to shoot down offenders and in such a melee it will be impossible to distinguish between the Pandits and the Muslims."

There are authentic reports from the Jammu region as well that the local people, that is, the Dogras [Hindus of Jammu], are getting restive by the presence of the Kashmiri Pandits among them for such a long time. They resented the fomentation of communal riots in Jammu City and want to live peacefully with the local Muslims. Such positive reports seldom find their way to the media. Many of the Jammu Hindus feel that the Kashmiri Pandits can continue to live in the valley peacefully provided the government wants it.

Our government and its supportive parties must realize that no amount of security forces and their unjustifiable firings, mass arrests, inhuman treatment of prisoners in jail, shifting of prisoners to faraway jails outside Kashmir can work. Today it is anybody's guess as to how many have been shot dead, how many are languishing in jail without trial, what type of third-degree treatment is being given to them. In any case, the numbers of all of them run into hundreds and are certainly not in tens or twenties.

## [Appendix]

The following is an article by a reputed Indian writer published in a well-known Indian magazine

### Repression no Solution

(by Inder Mohan, as published in Mainstream, 7 April 1990)

Along with Balraj Pure, a civil liberties activist and a noted writer, I went to Kashmir recently. There we met eye-witnesses to killings, those who had been seriously injured, victims of arson and looting with houses broken into and damaged. We met women who were molested and two of them raped -- and also those who had lost their near and dear ones because of firings by the security forces. We also went to homes of the Kashmiri Pandits and Sikhs and had detailed discussions with H.N. Jato, the respected representative of Kashmiri Pandits. They told us that they had no complaint against the Kashmiri Muslims. They were as warm and friendly as ever. But the overall situation created a feeling of insecurity for them. During our stay, groups of individuals including local journalists, government officials, lawyers, doctors, traders and representatives of youth also met us. Everywhere we found a convergence of views on the following issues:

1. "We want freedom, we want independence for ourselves. We will never accept domination of India or Pakistan. We want the anti-people curfew raj [rule by curfew, i.e. martial law] to be ended. We cannot even purchase white shrouds for our dead victims. We cannot take our patients to hospitals because of curfew. Daily wage earners are being subjected to enforced starvation."
2. The people gave heart-rending accounts of how the security forces were gunning down the Muslims of the Valley. Their unprecedented huge and peaceful processions were blocked by paramilitary forces at particular points by putting heavy vehicles on both ends. They resorted to firings at random and killed many.
3. Another significant demand which came from one and all was that many of the Muslims wanted the Kashmiri Pandit families to return to their

Gist of a combined statement by some residents of Sopore: "Kashmir has got its tradition of brotherhood with other communities. This spirit was shattered by the Governor [Jagmohan]. He exploited the sentiments of Hindus, while giving a communal touch to the situation. The Indian press and media cannot quote a single example where any Hindu has been subjected to harsh treatment by the Muslims."

"Hindu employees of the State have been given the opportunity to shift to Jammu. Their salaries are being disbursed there, without doing any job at their respective posts and places."

"All the educational institutions are filled or packed with para-military forces, thus making our youngsters remain indoors without any sort of education. Government got the lads of other communities [i.e., non-Muslims] registered in the schools at Jammu. They are being imparted education there, but our position is totally hopeless."

### Lawyers' Statements

At Handwara the team met Abdul Rashid Lone, President of the Bar Association, Handwara, and 30 other advocates, who stated:

"On 25-January, 90, a peaceful procession of about 70,000 people from various villages came to Handwara for a demonstration. They were unarmed and were shouting slogans for independence. Without provocation the local police were directed to fire. They fired only in the air as the crowd remained peaceful. Then the para-military forces directly fired on the people."

"The people were chased and killed. Mr. Abdul Mir, Assistant Sub Division Magistrate, was present. He had not given orders for the firing by the para-military commanders."

"The flag of Jammu and Kashmir Liberation Front was flying on the pole and the Magistrate was asked to pull it down. He showed his inability to pull it down, then a bucket of cold water was hung around his neck and he was forced to stand in the fountain well. Armed forces men kept their guns pointed towards him. Forty persons were killed on the spot and more than one hundred were seriously injured. After the firing, curfew was imposed and no medical aid was given. There was curfew for nine days."

In Handwara, during the house to house searches by the para-military forces, they misbehaved with the women, stripped and gang-raped them. One girl was gang-raped before four male and female members of the family.

#### *One Example Among Many*

[Srinagar:] Abdul Khalil Qureshi, age 65 years, Retired Administrator: "On 15 March 1990 my wife left her house at 9 a.m. and wanted to see her elder brother. On her way back from her brother's, my wife saw people running and chased by para-military forces. She too, in panic, followed them. Being a middle-aged lady of 54 years she could not keep up with the young people running away.

"She was followed by para-military forces and she was shot at point blank range and she fell down. Policemen were so cruel that they allowed her to bleed till she passed away and did not allow us to get her dead body."

#### *Conclusion*

The team after scrutiny of the evidence of the persons of every walk of life in the valley has reached the following conclusions:

The current situation in Kashmir Valley is on account of mass upsurge of the entire Muslim population, which is in overwhelming majority against India. They are totally united for liberation from India. This movement is totally indigenous. The vast majority are for independence.

There is no rule of law and people are reeling under oppression by the army and para-military forces. Paramilitary forces are supreme. Civil administration is totally paralyzed and has been rendered irrelevant. Local police and Kashmiri administrative personnel are sympathetic to the cause of independence.

There is enough evidence of uniformed brutality (that is brutality by police and military wearing uniforms) which is on the increase. There have been grave and large scale violations of individual human rights. Army and para-military forces have indulged in unprovoked firing on peaceful processions and demonstrations. Torture and extra judicial murders at the hand of the security forces is on the increase. People are virtually under

siege and the entire Kashmir Valley is a vast prison. During house searches in Srinagar, Sopore, Handwara and other towns, looting, extortion, misconduct with women, rape and beating of men were committed by paramilitary forces.

There is no civil authority. People are with the movement and act on the advice and directions of the leaders of the movement. There is total civil disobedience.

The administration of justice is paralyzed. All public prosecutors and Government attorneys have resigned. All the bar associations including the Jammu and Kashmir High Court Bar Association have in a unanimous resolution supported the demand for plebiscite in terms of U.N. resolution.

On account of the almost continuous curfew, trade is completely paralyzed. Essential goods are in short supply and most of the medicines are not available.

All major firing incidents at Srinagar, Sopore, and Handwara which the team investigated were unjustified and without any legal sanction. No judicial inquiry had been ordered into these firing incidents in which large number of people were killed and wounded.

There is communal harmony. Activists of the movement have not indulged in killing of innocent people on communal basis nor have they have indulged in extortion, looting, misconduct or rape of women (not a single instance of this nature was brought to the notice of the team throughout their stay). Migration from the valley has largely been instigated and encouraged by the Government to give a communal color to the movement. JKLF [Jammu and Kashmir Liberation Front] and its allied organizations are secular.

In our considered view, repression will still further embitter the feelings of Kashmiri people and the only sensible course for India is to let them decide as to how they wish to be governed.





Dear Compatriot:

*Assalamu alaykum & 'Id Mubarak*

It is my pleasure to inform you that the First annual Delegates Meeting of the Kashmiri American Council will be held at Dayton, Ohio September 1-2, 1990.

This will be an excellent opportunity to meet with our compatriots to discuss the ways and means toward working for restoration of our right of self-determination which has been usurped by the Indian imperialists.

The Council is a collective answer toward this goal. It has allowed us to pool our resources, our efforts and our minds toward the attainment of our goals. We achieved significantly and we continue to strive toward our ultimate end.

The meeting is expected to be addressed among others by Congressman Dan Burton, the initiator of the Burton -Fazio Bill in congress which aims to curtail U.S. aid to India till such time human rights are restored in Indian Occupied Kashmir.

The Annual Delegates Meeting is open to all members of the Council. Kindly ensure that you become a member before September 1.

A registration and membership package will be sent to you very soon. Please feel free to call me if you need further information.

Sincerely,

Dr. Ghulam Nabi Fai,

Executive Director





KASHMIRI-  
AMERICAN  
COUNCIL

### Keep In Touch With The Struggle In Kashmir

The struggle for freedom in Indian Occupied Kashmir is intensifying. Our freedom fighters are as active as ever, the sacrifices continue. It is unfortunate that the Western media is not focusing due attention on our movement. To rectify this situation, the Kashmiri American Council has set up a special Kashmir Newsline on (202)628-0317 to help you keep in touch with the latest in news from Indian Occupied Kashmir.

The Newsline is supported by reports obtained from international wire services and through our own sources.

For the latest news from Kashmir, please remember to call the Kashmir Newsline: (202)628-0317.

Kashmiri American Council-the voice of freedom.

Sincerely,

Dr. Ghulam Nabi Fai  
Executive Director



**KASHMIRI-  
AMERICAN  
COUNCIL**

## KAC GENERAL ASSEMBLY

Aug. 8, 1990

Dear Friends

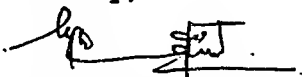
We are looking forward to see you at Dayton, Ohio, when we meet for our General Assembly. The registration will start on September 1. The full session will be held on September 2 from 9.00 AM to 5.00 PM when we meet for our General Assembly.

It will be an opportunity for us to meet each other, plan for the future, and resolve to carry forward with our work supplementing the struggle being waged by our compatriot in the beloved homeland. The General Assembly will also give us the opportunity to listen to Rep. Dan Burton who has initiated the landmark HR 4641

The General Assembly is open to members only. You must complete your membership form and mail to us. Please confirm your attendance by August 16 in order for us to make the best of arrangements for you.

Kindly complete the membership form and send along with the registration form and fee to the headquarters of the Kashmiri-American Council.

Sincerely,

  
Dr. Ghulam Nabi Fai

Executive Director

Name			Please complete all information to ensure proper registration			Please list all others attending this convention with you		
						Name	Gender	Age
Last			First			MI		
Street Address						Age #		
City			State/Province			Zip/Postal		
Telephone (Home)			(Office)					
Marital Status			Name of Spouse					

Registration Fee

Single  
\$10.00

Family  
\$20.00

Sunday Lunch

\$7.00

For hotel reservation, please call directly Holiday Inn Dayton North (1-75 at Wagner Ford Rd) 1-800-465-4329 and make your reservation for Saturday and/or Sunday. Rates \$55.00 per night (5 people occupancy). Your reference for reservation is Bashir Ahmed, Kashmiri American Council

733 15th Street, N.W.  
Suite 1100  
Washington, D.C. 20005  
Tel: (202) 628-6789  
Fax: (202) 393-0062



KASHMIRI-  
AMERICAN  
COUNCIL

21 August, 1990

Dear Friend:

The Kashmiri American Council envisages to work closely with its members especially Kashmiris. It is therefore, imperative to maintain an upto date list of addresses of its members. We need your assistance in updating our list to help keep you abreast of the developments and our programs.

It is my pleasure to enclose a copy of the mailing list of the Kashmiri members of the Council. I would appreciate it if you please confirm if your address and telephone number are correct. It would also be appreciated if you could give us the names and addresses of any Kashmiri who you do not find on our list.

I thank you for your support and cooperation.

Sincerely,

Dr. Ghulam Nabi Fai,  
Executive Director.



**KASHMIRI-  
AMERICAN  
COUNCIL**

22 August, 1990

Dear Friends:

Please check your calendar. The date for the Kashmiri American Council (KAC) General Assembly meeting is drawing near. Please come, attend it and be part of the history-making process. The movement in Kashmir needs your ideas, your vision and your participation. You can take the first step by attending the Assembly yourself and by encouraging your family and friends to come along with you. Your friends need to fill up the membership form so as to be able to attend the meeting.

The General assembly meeting will be held in the Holiday Inn, Dayton North (1-75 at Wagner Ford Road) Tel: 1-800-465-4329. Get the directions from the hotel and/or from our brother Bashir Ahmed (KAC member) at (513)667-8071/454-1022. Registration will start at 8.45 am on Sunday, September 2, in the Main Reception Lobby of the hotel. The program will start at 9.00 am and end at 5.00 pm. Congressman Dan Burton has confirmed to be our key-note speaker. We will have lunch together in conference facility. (Cost of the lunch = \$10.00 per person).

In case you have not reserved your room, please do so now by calling 1-800-465-4329. The hotel staff will provide you directions to reach the conference site.

I look forward to seeing you at Dayton, Ohio. Let us join hands and send a message to the World that we are one, we are united and we are determined to struggle till victory.

Sincerely,

Dr. Ghulam Nabi Fai,  
Executive Director.



August 29, 1990

KASHMIRI-  
AMERICAN  
COUNCIL

Dear Friend:

It is my pleasure to welcome you to the Council and enclose your membership card.

Your decision to join the Council is of immense significance. It indicates that we the Kashmiris and all those who sympathize with the cause of Kashmir are determined to carry out the struggle for self-determination as a unified body pursuing a common goal. The growing membership of the Council is sending a clear message to the Indian colonists that the Kashmiris are united in their stand against tyranny and oppression.

Your membership of the Council is a re-affirmation of the fact that the Kashmiri Americans believe in collective action for the achievement of their goal of self-determination and freedom.

I am confident that you as a member would participate actively in the Council's work and form the front in North America as our brethren continue to offer great sacrifice for our common cause.

Please feel free to call me with your ideas, your suggestions and to tell me how YOU can be an active participanc in this noble struggle.

Sincerely,

Dr. Ghulam Nabi Fai  
Executive Director

1400 14th Street, N.W.  
Washington, D.C. 20005  
(202) 628-5789  
(202) 393-0062



«الَّذِينَ أُخْرِجُوا مِنْ دِيَارِهِمْ بِغَيْرِ حَقٍّ إِلَّا أَنْ يَقُولُوا رَبُّنَا اللَّهُ وَلَوْلَا دَفْعُ اللَّهِ النَّاسَ بَعْضَهُم بِبَعْضٍ لَفُتِنَتِ صَوَامِعُ  
وَبَيْعُ وَصَلَوَاتٍ وَمَسَاجِدُ يُذَكَّرُ فِيهَا اسْمُ اللَّهِ كَثِيرًا وَلَيَنْصُرَنَّ اللَّهُ مَنْ يَنْصُرُهُ إِنَّ اللَّهَ لَقَوِيٌّ عَزِيزٌ» صدق الله العظيم.

*(They are those who have been expelled from their homes in defiance of right—(for no cause) except that they say, "Our Lord is Allah". Did not Allah check one set of people by means of another, there would surely have been pulled down monasteries, churches, synagogues, and mosques, in which the name of Allah is commemorated in abundant measure. Allah will certainly aid those who aid his (cause)—for verily Allah is full of strength. Exalted in might, (able to enforce His Will).*

قال رسول الله ﷺ : «قال الله تبارك وتعالى: يا ابن آدم أنفق أنفق عليك» (صحيح مسلم)  
*Hadith Qudsi: "Son of Adam spend, and I will spend on you.*

September 29, 1990

To: All brothers/sisters in Islam,

From: Dr. Ghulam Nabi Fai  
Executive Director

Assalamu-Alaykum-Wa-Rehmatulahu-Wa-Barakatahu

I presume that most of you may be aware of the Muslim struggle for freedom now raging in *Indian Occupied Kashmir*.

The Indian army is ravaging the land, nearly 4,000 Muslims have been killed, thousands have been *injured* and *maimed*, children as young as four months old have been branded "terrorists" and shot dead, scores of our sisters have been gang-raped by the Indian Occupation forces, hundreds of homes and businesses have been destroyed, and medical aid is being denied to all.

In spite of the rising of Indian governmental terrorism, the battle for freedom continues. The Kashmiri brethren are making all possible sacrifices from laying down lives to losing lime and means of livelihood.

We have to ask ourselves that when Muslim blood flows like water in Indian Occupied Kashmir, what have we done to help alleviate the situation.

The people of Kashmir look toward the Muslim community to support them in this struggle. You can be a part of this struggle by contributing to the Kashmiri Fund. Please donate generously. May Allah (s.w.t.) reward you in this world and Hereafter!

**Please send donations to**

**Kashmiri-American Council.  
733 Fifteenth Street N.W. Suite 1100  
Washington, D.C. 20005**



KASHMIRI-  
AMERICAN  
COUNCIL

Dear Compatriot:

*Assalamu alaykum & 'Id Mubarak*

As we approach the happy occasion of 'Id al Adha our thoughts go out to those of our compatriots who are facing the might of half million Indian terrorists deployed in our enslaved homeland.

At a time when Muslims around the world may be thinking of festivities our compatriots in Indian Occupied Kashmir face guns. The normal life for them today is the thought of being tortured, looted, raped, maimed or killed by members of the Indian Occupation Forces.

The 'Id that we approach is a commemoration of Prophet Ibrahim's willingness to sacrifice. Let us then carry this spirit a step forward. While we should participate in the obligations assigned to us by Allah, that of performing the sacrifice, we should curtail the celebrations and divert these and other funds for the aid of our beleaguered compatriots.

I appeal to you that you generously contribute to the Kashmir Relief fund and pledge to play an active role in whatever way you can in order to help restore the right of self-determination which has been usurped by the Indian colonists.

May Allah guide us all to do right.

Wassalam

Dr. Ghulam Nabi Fai,

Executive Director.

# HUNTON & WILLIAMS

ATLANTA, GEORGIA  
BRUSSELS, BELGIUM  
KNOXVILLE, TENNESSEE  
NEW YORK, NEW YORK

SUITE 600  
3050 CHAIN BRIDGE ROAD  
P. O. Box 1147

FAIRFAX, VIRGINIA 22030

TELEPHONE (703) 352-2200

FACSIMILE (703) 273-6772

NORFOLK, VIRGINIA  
RALEIGH, NORTH CAROLINA  
RICHMOND, VIRGINIA  
WASHINGTON, D. C.

Joel L. Dahnke

FILE: 43745.3  
DIRECT DIAL: (703) 934-8945

July 31, 1991

**REGISTERED MAIL**  
**RETURN RECEIPT REQUESTED**

Internal Revenue Service  
EP/EO Division  
P.O. Box 17010  
Baltimore, Maryland 21203

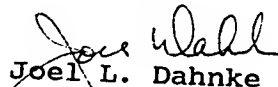
AUG 2 1991

Dear Sir:

On behalf of the Kashmiri American Council, Inc., a Maryland not-for-profit corporation, enclosed is their Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code (Form 1023). Also enclosed are completed Forms 8718, 2848, and two copies of Form 872-C. Finally, attached to Form 8718 is a check in the amount of \$375.00 representing the user fee for the exempt organization determination letter request.

If you have any questions concerning any of the enclosed documents, please do not hesitate to call me.

Sincerely,

  
Joel L. Dahnke

JLD/pgp  
Enclosures

cc: Dr. Ghulam Nabi Fai (w/encls.)  
J. William Gray, Jr., Esq. (w/encls.)





KASHMIRI-  
AMERICAN  
COUNCIL

﴿الَّذِينَ أُخْرِجُوا مِنْ ديارِهِمْ بِغَيْرِ حَقٍّ إِلَّا أَنْ يَقُولُوا رَبُّنَا اللَّهُ﴾ [الخ: 10]

(These are the people who have been expelled unjustly from their homes only for the reason that they said, "Our Lord is Allah.") (Al-Quran 22:40).

قال رسول الله ﷺ: «قال الله تبارك وتعالى: يا ابن آدم أنفقْ أنفقْ عليك» (صحيح مسلم)

Hadith Qudsi: "Son of Adam spend, I will spend on you."

### **Ramadhan Mubarak**

13 March, 1991

Dear Brothers / Sisters

Assalam-u-Alaikum Warahmatullah-e-Wabarakatuhu,

The modern day struggle of the people of Kashmir for obtaining the right of self-determination which started in December 1989 still continues with full fervor. The media may have put aside the coverage of this struggle to give more coverage to some events elsewhere but the war for freedom is raging in Kashmir.

The Kashmiri people are defying the nearly 500,000 Indian Occupation army and administration. They are being killed, burnt alive, maimed, tortured and raped but they refuse to accept Indian domination. Instead they seek a free, just and democratic order as underlined in the United Nations Resolutions of 1948 and 1949.

The struggle of the Kashmiri people is the struggle of the masses against cruelty and tyranny. They need your support and du'a to achieve their goal. We invite you to multiply your Ramadan blessings by donating generously to this just cause. Kindly make checks payable to Kashmiri American Council. May Allah (s.w.t.) bless you and your family!

Sincerely,

Ghulam Nabi Fai, Ph.D.  
Executive Director.

733 15th Street, N.W.  
Suite 1100  
Washington, D.C. 20005  
Tel: (202) 623-6789  
Fax: (202) 393-0062



Dear Compatriot:

*Assalamu alaykum & 'Id Mubarak*

As we approach the happy occasion of 'Id al Adha our thoughts go out to those of our compatriots who are facing the might of half million Indian terrorists deployed in our enslaved homeland.

At a time when Muslims around the world may be thinking of festivities our compatriots in Indian Occupied Kashmir face guns. The normal life for them today is the thought of being tortured, looted, raped, maimed or killed by members of the Indian Occupation Forces.

The 'Id that we approach is a commemoration of Prophet Ibrahim's willingness to sacrifice. Let us then carry this spirit a step forward. While we should participate in the obligations assigned to us by Allah, that of performing the sacrifice, we should curtail the celebrations and divert these and other funds for the aid of our beleaguered compatriots.

I appeal to you that you generously contribute to the Kashmir Relief fund and pledge to play an active role in whatever way you can in order to help restore the right of self-determination which has been usurped by the Indian colonists.

May Allah guide us all to do right.

Wassalam

Dr. Ghulam Nabi Fai,

Executive Director.



KASHMIRI-  
AMERICAN  
COUNCIL



وَالَّذِينَ أُخْرِجُوا مِنْ ديارِهِمْ بِغَيْرِ حَقٍّ إِلَّا أَنْ يَقُولُوا رَبُّنَا اللَّهُ وَلَوْلَا دَفْعُ اللَّهِ النَّاسَ بَعْضَهُمْ بِبَعْضٍ لَفُتِنَتِ صَوَامِعُ  
وَبَيْعٌ وَصَلَوَاتٌ وَمَسَاجِدُ يُذَكَّرُ فِيهَا اسْمُ اللَّهِ كَثِيرًا وَلَيَنْصُرَنَّ اللَّهُ مَنْ يَنْصُرُهُ إِنَّ اللَّهَ لَقَوِيٌّ عَزِيزٌ ﴿١٠٠﴾ صدق الله العظيم.

*(They are those who have been expelled from their homes in defiance of right -- (for no cause) except that they say, "Our Lord is Allah." Did not Allah check one set of people by means of another, there would surely have been pulled down monasteries, churches, synagogues, and mosques, in which the name of Allah is commemorated in abundant measure. Allah will certainly aid those who aid his (cause) -- for verily Allah is full of strength. Exalted in might, (able to enforce His Will)).*

قال رسول الله ﷺ : «قال الله تبارك وتعالى: يا ابن آدم أنفق أنفق عليك» (صحيح مسلم)

*Hadith Qudsi: "Son of Adam spend, and I will spend on you."*

September 29, 1990

To: All brothers/sisters in Islam,

From: Dr. Ghulam Nabi Fai  
Executive Director

Assalamu-Alaykum-Wa-Rehmatulahu-Wa-Barakatahu

I presume that most of you may be aware of the Muslim struggle for freedom now raging in *Indian Occupied Kashmir*.

The Indian army is ravaging the land, nearly 4,000 Muslims have been killed, *thousands* have been *injured* and *maimed*, children as young as four months old have been branded "terrorists" and shot dead, scores of our sisters have been gang-raped by the Indian Occupation forces, hundreds of homes and businesses have been destroyed, and medical aid is being denied to all.

In spite of the rising of Indian governmental terrorism, the battle for freedom continues. The Kashmiri brethren are making all possible sacrifices from laying down lives to losing time and means of livelihood.

We have to ask ourselves that when Muslim blood flows like water in Indian Occupied Kashmir, what have we done to help alleviate the situation.

The people of Kashmir look toward the Muslim community to support them in this struggle. You can be a part of this struggle by contributing to the Kashmiri Fund. Please donate generously. May Allah (s.w.t.) reward you in this world and Hereafter!

**Please send donations to**

733 15th Street, N.W.  
Suite 1100  
Washington, D.C. 20005  
Tel: (202) 628-6789  
Fax: (202) 393-0062

Kashmiri-American Council.  
733 Fifteenth Street N.W. Suite 1100  
Washington, D.C. 20005



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INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
31 HOPKINS PLAZA  
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: SEP 19 1991

Employer Identification Number:  
52-1669147

Contact Person:  
M SHAH

Contact Telephone Number:  
(301) 962-9504

KASHMIRI AMERICAN COUNCIL INC  
733 15TH STREET NW SUITE 1100  
WASHINGTON, DC 20005

Dear Applicant:

We received your application for recognition of exemption from Federal income tax.

We referred your application to our National Office for ruling and they will reply direct to you. If you have any questions, please write to:

Assistant Commissioner (E) Internal Revenue Service  
1111 Constitution Avenue, NW  
Washington, D.C. 20224  
Attention: EIEO

If you do not receive a decision on your application by the date the annual information return for exempt organizations is due, file that return by the due date. File either Form 990, Return of Organization Exempt From Income Tax, or Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as a Private Foundation, whichever is applicable. Check the block on the return indicating an application is pending.

Please see the instructions for those returns to determine if any other returns are required.

Thank you for your cooperation.

Sincerely yours,

*[Handwritten Signature]*  
District Director

*mtt*  
*9/12/91*

Letter 996(DO/CG)

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
31 HOPKINS PLAZA  
BALTIMORE, MD 21201

DEPARTMENT OF THE TREASURY

Date: SEP 19 1991

KASHMIRI AMERICAN COUNCIL INC  
C/O J WILLIAM GRAY JR  
HUNTON & WILLIAMS  
951 EAST BYRD ST RIVERFRONT PLAZA  
RICHMOND, VA 23219-4074

Employer Identification Number:  
52-1669147  
Contact Person:  
H SHAH  
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(301) 962-9504

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Sincerely yours,



District Director

Form **8718**

(Rev. October 1990)

Department of the Treasury  
Internal Revenue Service**User Fee for Exempt Organization  
Determination Letter Request**▶ Attach this form to determination letter application.  
(Form 8718 is NOT a determination letter application)

For IRS Use Only

Control number

Amount paid

User fee screened

1 Name of organization

Kashmiri American Council, Inc.

2 Type of request (check only one box and include a check or money order made payable to Internal Revenue Service for the amount of the indicated fee):

Fee

- a ☐ Initial request for an exempt organization determination letter (do NOT use for a pension plan determination letter) by an organization whose annual gross receipts have not exceeded (or are not expected to exceed) \$10,000, averaged over the preceding four taxable years, or new organizations which anticipate annual gross receipts averaging not more than \$10,000 during their first four years. If you check this box you must complete the income certification below.

\$ 150

**Certification**

I hereby certify that the annual gross receipts of ..... have not exceeded (or are not expected to exceed) \$10,000, averaged over the preceding four (or the first four) years of operation.

Signature ▶

Title Executive Director

- b ☒ Initial request for an exempt organization determination letter (do NOT use for a pension plan determination letter) by an organization whose annual gross receipts have exceeded (or are expected to exceed) \$10,000, averaged over the preceding four taxable years, or a new organization which anticipates annual gross receipts averaging more than \$10,000 during their first four years.

\$ 375

- c ☐ Private foundation which has completed a section 507 termination and which seeks a determination letter that it is now a public charity.

\$ 200

- d ☐ Group exemption letters.

\$ 500

**Instructions**

The Omnibus Budget Reconciliation Act of 1990 requires payment of a user fee for determination letter requests submitted to the Internal Revenue Service. The fee must accompany each request submitted to a key district office.

The fee for each type of request for an exempt organization determination letter is listed in item 2 of this form. Check the block that describes the type of request you are submitting, and attach this form to the front of your request form along with a check or money order for the amount indicated. Make the check or money order payable to the Internal Revenue Service.

Determination letter requests received with no payment or with an insufficient payment will be returned to the applicant for submission of the proper fee. To avoid delays in receiving a determination letter,

be sure that your application is sent to the applicable address shown below. These addresses supersede the addresses listed in Publication 557 and all application forms.

If entity is in  
this IRS District

Send fee and request  
for determination  
letter to this address

Albany, Augusta, Boston,  
Brooklyn, Buffalo,  
Burlington, Hartford,  
Manhattan, Portsmouth,  
Providence

Internal Revenue Service  
EP/EO Division  
P. O. Box 1680, GPO  
Brooklyn, NY 11202

Baltimore, District of  
Columbia, Pittsburgh,  
Richmond, Newark,  
Philadelphia,  
Wilmington, any U.S.  
possession or foreign  
country

Internal Revenue Service  
EP/EO Division  
P. O. Box 17D1D  
Baltimore, MD 21203

Cincinnati, Cleveland,  
Detroit, Indianapolis,  
Louisville, Parkersburg

Internal Revenue Service  
EP/EO Division  
P. O. Box 3159  
Cincinnati, OH 45201

Albuquerque, Austin,  
Cheyenne, Dallas,  
Denver, Houston,  
Oklahoma City, Phoenix,  
Salt Lake City, Wichita

Internal Revenue Service  
EP/EO Division  
Mail Code 495D DAL  
1100 Commerce Street  
Dallas, TX 75242

Atlanta, Birmingham,  
Columbia, Ft.  
Lauderdale, Greensboro,  
Jackson, Jacksonville,  
Little Rock, Nashville,  
New Orleans

Internal Revenue Service  
EP/EO Division  
P. O. Box 941  
Atlanta, GA 30370

Anchorage, Boise, Las  
Vegas, Los Angeles,  
Honolulu, Portland,  
Laguna Niguel, San  
Jose, Seattle

Internal Revenue Service  
EO Application Receiving  
Room 5127, P. O. Box 486  
Los Angeles, CA 90053-0486

Sacramento,  
San Francisco

Internal Revenue Service  
EO Application Receiving  
Stop SF 4446  
P. O. Box 36001  
San Francisco, CA 94102

Aberdeen, Chicago, Des  
Moines, Fargo, Helena,  
Milwaukee, Omaha,  
St. Louis, St. Paul,  
Springfield

Internal Revenue Service  
EP/EO Division  
230 S. Dearborn PM 20-5  
Chicago, IL 60604

Attach Check or Money Order Here

**RECEIVED**

AUG 2 1991